Contract between

The School Board of Orange County, Florida

And

The Orange County

Classroom Teachers Association

2020-21 Contract

Ratified December 18, 2020

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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, social workers, adjuncts/technical adult, and school psychologists.

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 **email**, 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 agreement(s) by the parties shall be held 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 agrees to print one thousand five hundred (1,500) copies of the

current Contract for distribution to new hires. A link will be provided to all employees during pre-planning each school year. The Association will be provided 500 copies of the full contract each year.

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 mutually agrees to coordinate and 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, shall 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.

8. There will be a notice to the CBLT participants before either party communicates any specific issues generated or discussed during the CBLT process unless it is mutually agreed to amend this timeline.

L. Provisions to submit issues to the CBLT

1. Employees shall submit issues to the CBLT using the Issues for Submission form found on the CBLT websites: **https://ocps.net/UserFiles/Servers/Server_54619/File/Departments/Human%20Resources/Labor%20Relations/CTA/CTA%20Issues%20Submission%20Form%2018-19.pdf** and **http://orangecta.fea.aft.org/**.

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.

2. Committees will receive and undertake activities to execute the specific charge from the CBLT. Each party shall select a member that will act as a co-chair for each committee.

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 options supported by data to be recommended to the CBLT.

5. Committees shall keep accurate records of all committee meetings.

6. Committees and Task Forces

   a. 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:

      1.) Finance and Compensation

      2.) **Evaluation**

      3.) Human Resources

      4.) Compliance

      5.) Calendar

      6.) Grants

   b. Joint Committees

      1.) The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

      In addition, the Committee will 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.

         a.) If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:

i. If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA).

ii. Products that can be purchased at a lower cost through group rates and are not readily available to individuals.

b.) If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.

c.) The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.

d.) The joint Fringe Benefits 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 joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.

e.) 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.

2.) The parties agree to continue the 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.

3.) The parties agree to continue the Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.

4.) The parties agree to continue the budget committee comprised of equal 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.

c. Ad Hoc Committees

The Collaborative Bargaining Leadership Team establishes ad hoc 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 meet to address a specific purpose and are not on-going standing or joint committees as defined elsewhere in this article. The ad hoc committees may include but are not limited to ESE, Instructional Support and Career and Technical Education.

ARTICLE III

GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute involving a violation, misinterpretation, or misapplication of a provision(s) of this Contract. The grievance procedures set forth below shall be used for the settlement of said disputes.

B. General Provisions

1. Only a member of the bargaining unit, a group of members of the bargaining unit, or the Association may file a grievance. Whenever the word "grievant" is used herein it may refer to any of the above.

2. A grievant may have representation by the Association at any step of the grievance procedure. Representation by the Association shall include the right to speak and to present arguments and evidence on behalf of the grievant.

3. Nothing in this Article shall be construed to prevent any employee from presenting at any time his/her own grievance, in person or by legal counsel, and having such grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Contract, and if the Association has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

4. Each written step in the grievance procedure shall be filed on a standard form as agreed to between the parties.

5. The Association shall inform the **Human Resources** Department **designee(s)** of the grievance number, school and grievant's name when a written grievance is filed.

6. The parties agree to attempt to resolve grievances at the lowest possible level, and shall present documentation and other needed information to that end.

7. All grievance meetings, including arbitration hearings, shall be held 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 **Human Resources** Department **designee(s)**, and placed at Step III of the grievance process and a meeting shall be held in an effort to resolve the matter, as provided for in Section C.3. of this article. Prior to scheduling the meeting, the written grievance shall be provided to the **Human Resources** Department **designee(s)**, with a copy to the Association.

13. A grievant may withdraw his/her grievance at any step, but that same grievance may not be filed a second time, unless it is of a continuous nature.

14. If at any point during the processing of a grievance the grievant elects to seek resolution of a particular issue through a judicial or administrative agency proceeding, s/he shall waive the right to pursue only that particular issue through the grievance procedure.

15. The Board shall assure the grievant and any witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of a grievance in accordance with Florida Statute.

16. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on the grievance. However, the final decision on the grievance shall be in accordance with Florida Statute.

17. Any grievance pending at the time of expiration of this Contract shall be processed to completion, according to the provisions herein.

18. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the official personnel file of the grievant, except those that operationally or statutorily are required to be reflected in the personnel file.

C. Grievances shall be processed as outlined below. The employee may choose to have representation at all steps of the process.

1. Step I: Good Faith Discussion

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

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

2. Step II: Written Grievance

Failure to reach an agreement or failure to respond in six (6) duty days will automatically move the grievance to Step III. The grievance form shall be obtained by the employee from the Association office. Changes to the grievance form shall be mutually agreed to by the parties.

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

The written grievance shall contain:

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

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

3. Step III: District Level Hearing

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

4. Step IV: Mediation

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

grievance to mediation. The District shall respond to the request for mediation within three (3) duty days of the written request.

a. Within six (6) duty days following the agreement of mediation, the grievant/Association shall notify the selected mediation service. The mediation conference shall be scheduled at a mutually convenient location and time.

b. There shall be one designated spokesperson from each party at the mediation conference.

c. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance.

d. The presentation of facts and considerations shall not be limited to those presented at Step II of the grievance procedure. However, new information shall be shared between the parties prior to the mediation conference. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

e. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance solely for the purpose of statistical analysis.

f. Fees and expenses shall be shared equally by the parties.

g. Resolution through such mediation shall be reduced to writing and signed by all parties to the grievance.

5. Step V: Arbitration

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

D. Arbitration Provisions

1. Within fifteen (15) duty days of its notice to the Superintendent, the Association shall request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven arbitrators who are qualified to hear public sector grievances or may jointly agree to set up a panel of arbitrators from which to make a choice. Upon receipt of the panel, the parties shall select, within twenty-one (21) calendar days, an arbitrator by the alternate striking method or other mutually agreeable method, and shall notify the FMCS of the arbitrator selected. The parties shall not be precluded from mutually agreeing on an arbitrator not on the panel.

2. If for some reason the arbitrator will be unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the FMCS to submit a new panel of seven arbitrators from which an arbitrator will be selected in the same manner.

3. Arbitration hearings shall be scheduled within sixty (60) calendar days of selection unless the parties agree to extend the timeline or the arbitrator is unavailable within the timeline. All arbitration proceedings shall be conducted under and governed by the rules of the FMCS.

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. 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 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.

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 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.

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. CBLT members and CBLT 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.

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 or electronically 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. No person shall on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination, or harassment with respect to such person's employment or application for employment.

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 **District EEO Officer** 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 120.595 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. 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. When an employee has requested the presence of the CTA Representative, administration shall provide coverage or schedule the meeting at a mutually agreeable time in order to ensure that the CTA Representative may attend a meeting with the requesting employee.

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 responsibilities 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.

    a. The school social worker shall assess the need for a home visit intervention based upon the school's administrator's completion of a checklist which outlines steps to obtain address and contact information.

    b. Mobile communication devices shall be issued to school social workers. Social workers shall have the device in their possession during work hours.

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. A teacher may directly call 911 in a medical emergency.

5. Individual schools, through discussions between the administration and the **Faculty Advisory 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 $400. 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. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the CBLT shall meet in an emergency session to bargain the impact.

M 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.

N. 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. If teachers are unavailable to attend such meetings due to conflicts in their schedule, they shall be provided the option to submit their input in writing and/or request to reschedule the meeting.

O. A teacher shall be provided, a list of exceptional education and medically fragile students under his/her supervision. This information is for the teacher's use only and may not be copied, shared or displayed. 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.

P. 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.

Q. 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 and/or materials not personally belonging to the employee 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.

R. No employee shall be requested to search for bombs.

S. The Board shall continue to provide opportunities for CPR and AED training and certification.

T. 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.

U. 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.

1. All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.

V. Each school shall provide:

1. Appropriate space for use as a non-student 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, computer and workspace will be provided 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. The use of a copier. Access to a printer and a private confidential area shall be provided to school psychologists, social workers, speech therapists and other itinerant instructional personnel meet with students.

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.

W. 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 Employment Services Department of any changes.

X. Expenditures from a faculty fund, such fund having been created by contributions from employees, shall be at the discretion of the faculty.

Y 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. Such teachers will be reimbursed mileage for travel from the first work location to other work locations during the day based on their documentation. The District shall provide procedures for implementation of mileage reimbursement travel for such employees.

Z. Standardized Testing

1. 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. A signed copy will be provided to the teacher.

2. With respect to district assessments, students who are not testing shall not be in the same room as testing students. This shall not apply to students who have completed a test before the testing time ends.

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 instructional materials both on a District-wide and school-wide basis. A teacher shall not be held responsible for the cost of any instructional material a student has lost, destroyed or damaged.

   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 with school-based funds 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. During preplanning or prior to any student contact, each teacher shall be provided with an online copy of the Orange County Code of Student Conduct and current Student Referral form and any additional disciplinary plan and forms referenced in the 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 within five (5) duty days, 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. The teacher shall be notified of the disposition within five (5) duty days.

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 (4), (5), (6). The Placement Review Committee shall include the following: Two teachers, one elected by the faculty and one appointed by the teacher referring the student to the Committee and one member from the school's staff who is selected by the principal. A teacher may appeal the decision of the Placement Review Committee to the District Superintendent.

6. 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/dry erase boards, 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.

M. Teacher complaints of misconduct by administrators shall be investigated by Professional Standards. If the investigation exceeds thirty (30) calendar days from the date all material allegations are received, the Professional Standards office shall provide the Association with an update and every thirty (30) days thereafter until completed. Professional Standards will provide the Association and the complainant(s) with a written report of the findings of the investigation within ten (10) duty days after the investigation has been completed.

N. Instructional personnel who receive communication after the contracted work day will have forty-eight (48) hours to respond beginning with the next contracted work day.

O. A teacher may make arrangements with another teacher to cover his/her class in situations where the teacher will be out for less than two hours during the student day upon approval of the administrator.

1. Non-classroom teachers may be out for less than two hours during the duty day upon approval of their administrator.

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 probationary, annual, professional service, or continuing contract teachers pursuant to Florida Statutes.

B. The Board shall issue individual electronic contracts to each teacher which shall include their position name and current annual salary for the school year and such additional salary as may be prescribed and subject to collective bargaining. Teachers shall electronically sign contracts and have access to a copy. The individual contract shall be electronically signed by the teacher within twenty (20) duty days of its issuance. If any individual contract contains any provision inconsistent with this Contract, this Contract shall be controlling.

C. Every teacher shall provide to the Employment Services Department a valid Florida or District teaching certificate, or evidence of having qualified and applied for one within forty (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 Employment Services Department.

D. The following types of contracts shall apply to teachers hired after June 30, 2011:

1. Probationary contract:

a. Each individual newly hired as instructional personnel and returning retirees hired by the district school board shall be awarded a probationary contract. Probationary contracts expire one day prior to the first day of pre-planning for the subsequent school year. Upon successful completion of the probationary contract and reappointment, the district school board shall award an annual contract to newly hired teachers and to re-employed retirees.

b. Probationary contracts are for:

1) Teachers hired new to the District on or before the last day of the first marking period.

2) Teachers returning to the District after a break in service as defined by Florida Statute 1012.335. A break in service is defined as any separation from employment other than an authorized leave of absence.

3) Teachers returning to the District as re-employed retirees

2. Temporary contract - The teacher shall be awarded a temporary contract if s/he is:

   a. Is replacing a teacher on a leave of absence

   b. Is hired on or after the first day of the 2nd marking period

   It is understood that there shall be no further expectation of employment upon expiration of the temporary contract. Temporary contracts shall expire no later than the last day of post-planning of the current school year.

3. Annual contract:

   a. The teacher has a valid Florida or District teaching certificate.

   b. An annual contract may be awarded to instructional personnel who have

      1) Successfully completed a probationary contract with the district in the prior year without a break in service or

      2) Received an annual contract from the district in the prior year without a break in service and has not received pursuant to Florida Statute 1012.34: two (2) consecutive unsatisfactory evaluations, two (2) unsatisfactory evaluations in a three (3) year period, three (3) consecutive needs improvement (NI) or a combination of NI and unsatisfactory evaluations

   c. Annual contracts shall expire one day prior to the first day of pre-planning for the subsequent school year.

E. 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.

F. Annual contract teachers shall be considered each school year for reappointment for the subsequent school year. Recommendation of a teacher by an administrator shall be contingent upon an allocation for the subsequent school year; be in accordance with section D.3.b. and H of this Article; and contingent upon their final Summative Evaluation Score.

   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 reappointment for the subsequent year within the timelines set forth in the Florida Statutes, but in no event later than the last day of post planning, unless extended by mutual agreement.

2. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary contract teachers recommended for reappointment.

3. Any teacher not recommended for a reappointment shall be notified in a private setting and, upon request, shall be provided in writing, within ten (10) days, the reason(s) for the non-reappointment.

4. The Employment Services Department will compile a list of those teachers not recommended for reappointment for reasons other than performance. A copy shall be sent to schools with vacancies. The Employment Services Department shall assist these teachers by identifying positions for which they are certified and qualified.

G. A professional services contract shall be renewed pursuant to Florida Statute 1012.33 each year unless:

1. The district school superintendent, after receiving the recommendations required by Florida Statute 1012.34, charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies or

2. The employee receives pursuant to Florida Statute 1012.34:

a. Two (2) consecutive annual performance evaluation ratings of unsatisfactory

b. Two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period

c. Three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory

H. Any recommendation for reappointment of an annual contract teacher, 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 Employment Services Department shall notify, in writing, each teacher whose certificate is expiring at the end of that school year.

I. The following procedures shall be used prior to the filing of formal written charges against a teacher for incompetence:

1. 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.

2. 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.

3. A reasonable period of time not less than three teaching months from the notice required in Subsection I.1. above shall be provided for correction of deficiencies. The time period shall be specified in writing but may be extended by mutual consent.

4. 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.

5. Following the formal evaluation, the Superintendent shall meet with the teacher to summarize the results of the evaluation, and explain what charges and recommendation s/he is considering, including the statutory procedures to be followed if charges are filed.

6. In extreme cases, the Superintendent may direct an immediate formal evaluation of an annual contract teacher provided, however, that s/he shall notify the teacher in writing of the reasons for his/her 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.

J. The following procedures shall be used prior to recommending dismissal for the incompetence of other employees:

1. Prior to filing formal written charges against a PSC/CC teacher for incompetence, the District shall comply with the provisions of FS 1012.34.

2. Incompetence shall be defined as continued failure to satisfactorily meet performance standards for the job.

3. 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.

4. 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.

5. 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.

6. At the end of the time period provided, a formal evaluation of the employee's performance shall be made.

7. 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.

8. 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.

K. 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.

L. 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.

M. 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 **Talent Acquisition and Human Resources Compliance Department** for approval. The record shall include approved in-service courses, and when feasible, in-service hours earned but not approved for credit.

N. 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.

O. A school designated as a LaunchEd 1:1 Digital Learning Program site shall offer teachers professional development and training opportunities during the school year and optional training during the summer as funding permits.

P. 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.

Q. No teacher shall be required to supervise interns as a condition of employment.

R. A teacher shall not terminate his/her employment without first being released from his/her contract of employment with the Board.

S. A PSC/CC teacher shall be placed on performance probation for ninety (90) calendar days upon receipt of an overall unsatisfactory evaluation and notice of unsatisfactory performance as per Florida Statute 1012.34.

T. A teacher holding a continuing or professional services contract may be returned to annual contract status as provided by Florida Statutes.

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 Resource Teachers 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. **Temporary Assignments and Transfer**

1. 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.

2. **When the superintendent temporarily transfers an employee, the transfer should not exceed 30 duty days. After the temporary transfer period ends, the employee will return to their original assignment and work location.**

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

1. Two teachers may voluntarily change schools upon mutual agreement 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. 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.

9. 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.

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 Superintendent may preclude a volunteer from transferring and shall provide the reason(s) for the denial in writing to the volunteer upon request.

12. 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.

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. Employment Services 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). The first week shall be for all PSC/CC teachers and Annual contract teachers with a 3.0 or higher Instructional Practice score. Beginning the second week, all PSC/CC, Annual, Probationary and Temporary contract teachers eligible for reemployment may participate in the voluntary transfer process. During this time period, Employment Services shall forward a list of job postings along with a list of non-reappointed teachers eligible for reemployment. Vacancies shall be sent to all instructional personnel.

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.

K. Hardship Transfer

1. An employee who has completed at least one year of service with the District may apply for a hardship transfer when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of his/her Area Superintendent or designee.

2. Any hardship transfer approval is at the sole discretion of the Area Superintendent or designee.

3. Any approved hardship transfer will be effective at the beginning of a marking period, if an appropriate vacancy exists.

4. **Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer.**

5. **If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator in lieu of a hardship transfer.**

ARTICLE X

EVALUATION

A. The purpose of evaluation shall be to improve the quality of instruction in compliance with the mandates of Florida Statue and State Board Rule regarding the evaluation of the performance of instructional personnel. Evaluations shall be based on a combination of the Instructional Practice Score (observable) and Student Growth to create a Summative Rating (final outcome).

   1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score. Teachers on temporary contract are not required but may opt to complete Deliberate Practice.

   2. Procedures for evaluation shall be as set forth in this Article. The Instructional Personnel Evaluation System Procedures Manual (Evaluation Manual) shall reflect and explain the procedures and accompanying forms which shall be used for all observations and evaluations and Deliberate Practice. The manual shall be incorporated into and made part of this contract. This manual shall be available on line to all teachers.

   3. The District shall provide professional development for all aspects of the evaluation process.

   4. Evaluation Due dates: When the actual day of the due dates listed within this article fall on a weekend or non-duty day, the due date shall be the next scheduled duty day.

B. A teacher shall be placed in one of the following categories.

   1. Category I: Teachers who are in their first, second or third year of teaching and are new to the profession.

   2. Category 2A: Teachers who are in at least their fourth year of teaching.

3. Category 2B: Teachers who are in at least their fourth year of teaching and may be new to the District, assigned to teach a new subject area or grade level that is different from their previous assignment or assigned to teach at a school with a different population of students from their previous assignment.

    a. If the teacher meets one of the requirements for Category 2B, the teacher may request that the school principal move him/her to Category 2B. This request must be made in writing during the first twenty (20) student contact days of the new assignment. Upon receipt of this request the principal shall move the teacher to category 2B. The change in category shall be in effect for one (1) school year. Principals may also assign teachers to Category 2B by the twentieth (20) student contact day if the teacher meets one of the requirements of this category.

    b. This change must be communicated in writing to the teacher and be made during the first twenty (20) student contact days of the new assignment.

    c. Teachers who have an Instructional Practice score of 1.5 to 2.3 shall be placed in Category 2B for the subsequent school year.

4. Category 3: Teachers who have been determined to be less than Effective in the classroom as documented through the current evaluation system that may result in an unsatisfactory rating or who fail to achieve gains based upon the state's Student Growth model. These teachers shall be placed on a Professional Improvement Plan (PIP). Procedures for the Professional Improvement Plan are explained further in the Evaluation Manual and its glossary of terms.

    a. The evaluator, with input from the teacher, shall develop a plan which includes additional observations and resources in an effort to improve teacher performance.

    b. The number of required observations for a Professional Improvement Plan (PIP) is three (3) Formal observations and seven (7) Informal observations.

    c. Upon successful completion of the Professional Improvement Plan (PIP), the teacher shall be reassigned to his/her original category.

    d. Informal observations of teachers on a PIP may begin after the first fifteen (15) duty days.

    e. The time lines for completing or responding to a PIP may be extended by mutual agreement.

    f. The required observations for a PIP may extend past the May 1 evaluation deadline.

5. Teachers who taught eighty (80) student days or less between the first student day and May 1 will be assigned Category 4. Teachers in this category shall not be required to complete the Deliberate Practice.

C. Observations of a teacher's performance shall be made in accordance with the following provisions:

1. General Provisions:

a. There shall be two types of evaluative observations: informal and formal. The number of observations each teacher shall receive is determined by the category in which they are placed. The evaluator shall follow the observation procedures as outlined in the current instructional personnel evaluation manual. A teacher shall be employed for at least fifteen (15) duty days before any formal or informal observation is conducted.

b. Informal observations may be conducted but shall not be counted on the student contact day immediately before Thanksgiving Break, as well as the student contact days immediately before and after Winter Break and Spring Break. These informal observations may be counted toward evaluation with mutual written agreement.

c. Any Informal or Formal observation or evaluation of a teacher shall be recorded on the observation form(s) specific to the design question(s) and annual evaluation report per category or by other measures as set forth in the evaluation manual.

d. Category 2A teachers shall have at least one observation (Formal or Informal) documented by November 15 and a second observation (Formal or Informal) documented by March 1.

e. A list of trained teacher observers shall be made available on line. **https://ocps.net/departments/professional_learning_department/evaluation_systems/district_trained_observers_list**

f. Observations made after May 1 to the end of the school year shall be documented but not used to calculate the Instructional Practice Score.

g. Teachers shall be provided a signed copy of their Survey 2 and 3 class roster within ten (10) duty days of signing.

h. Each teacher shall be notified by email regarding which assessment(s) will be used to measure their student data portion of their Summative Evaluation prior to the end of pre-planning each school year. Cut scores will be bargained for teacher evaluations.

i. If more than two observers are conducting an observation of a teacher, there must be mutual agreement as to whether that observation is to count towards a teacher's Status Score.

j. For rating(s) lower than Applying, administrators must provide comments to describe such ratings. Teachers have the right to request a conference to discuss these rating(s).

2. Non-Evaluative Coaching Observations

Non-evaluative coaching observations are unscheduled observations which will only be available for viewing to the teacher and the teacher's observer. It is not a part of the evaluation scoring process. There shall be no maximum number of coaching observations throughout the school year. A coaching observation shall be conducted prior to the first observation (formal or informal) and shall serve as the Practice Observation. The purpose of a coaching observation is to look for evidence of implementation of professional development, provide actionable feedback while identifying predominant practices for effective instruction.

3. Provisions for Informal Observations:

a. The evaluating administrator shall indicate to the teacher when s/he is performing an Informal observation prior to beginning the observation.

b. The number of Informal observations required for each category is:

- Category 1 and 2B: Four observations, two in the first semester and two in the second semester
  - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only two observations are required.
- Category 2A: Two observations
- An additional Informal observation may be conducted each semester upon mutual agreement between the teacher and the evaluating administrator. The teacher must request the additional Informal observation for the first semester by December 1 and for the second semester by April 1.
- If a teacher exceeds the required number of Informal observations, the lowest observation shall be dropped.

c. A new Domain 1 observation cannot be performed and scored until feedback has been posted for the prior Domain 1 observation, unless the parties agree otherwise.

d. Teachers may request an additional informal observation to be completed by another trained administrator. This additional observation shall be calculated in

the Instructional Practice Score and/or Deliberate Practice Score as provided elsewhere in this contract.

e. Audio visual monitoring for the purpose of evaluation shall not be permitted. However, electronic observations for Informal observations shall be permitted upon a signed mutual agreement.

f. An Informal observation may be rescheduled upon a teacher's request. No reasonable request shall be denied.

4. Provisions for Formal Observations

a. The number of Formal observations required for each category is:

- Category 1 and 2B: 2 observations, one in the first semester and one in the second semester
  - If a Category 1 or Category 2B teacher is hired as a temporary contract teacher only one observation is required.
- Category 2A: 1 observation

b. Each teacher shall be advised as to who will observe him/her prior to any Formal observation. Formal observations shall be completed by administrators only. Each Formal observation shall have a planning conference prior to and a reflection conference after the observation. Each conference shall provide privacy between the teacher and the administrator. The planning conference shall occur one to five duty days prior to the formal observation and the reflection conference shall occur one to five days after the formal observation except by written mutual agreement.

c. A teacher shall receive a change in the date or time of a Formal observation upon request.

d. If a Formal observation is interrupted by unforeseen circumstances, and the observation is unable to resume within that lesson, a new pre-conference may be scheduled to discuss the new lesson. The Formal observation shall be rescheduled at a mutually agreeable time.

e. In unusual circumstances such as the extended illness of a teacher or administrator, the time limits for completing or responding to the Formal observation may be extended. This shall not extend the time for notice of non-reappointment.

5. Domain 4: All Category 2A teachers will receive one non-evaluative observation and one evaluative observation for Domain 4. The non-evaluative observation will be conducted by the end of the first semester. Category 2B and Category 1 teachers will receive two evaluative observations for Domain 4.

a. The evaluative observation for the second semester shall be completed no later than April 15.

D. Provisions for Deliberate Practice

1. The Deliberate Practice Score component shall be used to meet the multi-metric measurement as required by current state statute.

2. The Status Score plus the Deliberate Practice Score equals the Instructional Practice Score.

3. The highest Deliberate Practice rating for the targeted element from any observation will be averaged with ratings for elements "Developing a Written Growth and Development Plan" and "Monitoring a Written Growth and Development Plan" of Domain 3 to determine the overall Deliberate Practice score.

4. The following scoring method shall be used to determine the Deliberate Practice Score:

- Innovating = +.4
- Applying = +.3
- Developing = +.2
- Beginning = +.1
- Not Using = -.1

The scores above shall be used in the Deliberate Practice formula referenced in Section D.2. Prior to receiving the overall Deliberate Practice score, instructional personnel must complete the Deliberate Practice Plan with three pieces of evidence documented. The deadline for completing the Deliberate Practice Plan is April 1. An overall 'Not Using' score will only be given to teachers who do not complete all three components of the Deliberate Practice Plan. Deliberate Practice observations may be conducted until the May 1 deadline.

5. The orientation for Deliberate Practice shall be provided by Professional Development Services

6. The teacher shall complete a self-evaluation in iObservation in order to choose the element of focus for their Deliberate Practice plan. The self-evaluation shall remain private.

7. The teacher shall submit a plan within the teacher's first forty-five (45) duty days.

8. The administrator shall provide feedback to the plan within ten (10) duty days of submission. The teacher shall have ten (10) duty days to resubmit the plan if needed. The element "Developing a Written Growth and Development Plan of Domain 3 shall be rated by the administrator at that time.

9. Teachers shall receive support and actionable feedback from their evaluating administrator throughout the Deliberate Practice process.

10. Administrators are encouraged to provide coverage for teachers who may choose to observe fellow teachers.

11. The selected element may be scored more than once by an evaluating administrator during an Informal or Formal observation, however, only the highest rating shall be counted towards the overall Deliberate Practice score.

12. When teachers have received all required observations and have requested the optional additional observations, a specific observation shall be conducted for the express purpose of scoring the selected Deliberate Practice element. The evaluating administrator shall only score the selected Deliberate Practice element. No other elements will be scored during this additional observation.

13. Teachers shall be able to request one additional observation to score their selected Deliberate Practice element. No other elements are to be scored. Teachers must request this additional Deliberate Practice observation by April 1.

14. Administrators shall score the Monitoring Progress Relative to the Professional Growth and Development Plan element of Domain 3 by April 15.

15. Teachers on temporary contract are not required but may opt to complete the Deliberate Practice.

16. Deliberate Practice provisions may be reopened by either party each year.

E. The Instructional Practice Score of a teacher's performance shall be made in accordance with the following provisions:

1. The Instructional Practice Score of a teacher's performance is the responsibility of the administrator.

2. The Instructional Practice report shall be finalized by May 1 of each year.

3. If due to procedural violations, the teacher fails to receive the minimum number of observations for their Instructional Practice Score report by the May 1st deadline, then their Instructional Practice score rating shall be reported as a minimum of "Effective."

4. Teachers shall receive an email notification of their Instructional Practice Score report no later than May 1. The teacher shall have until June 1 to respond in writing in the comment section on their summary page in iObservation. The report must be electronically signed or signed in writing by the teacher; however, signature does not necessarily imply agreement with the evaluation.

5. A copy of each teacher's Instructional Practice Score report shall be maintained in his/her personnel file and shall be confidential for the period of time specified in Florida Statutes.

6. The principal shall recommend for reappointment annual contract teachers who achieve a 3.0 or higher on their Instructional Practice Score. All appointments are subject to available budget allocations at the school. These teachers who are not recommended for reappointment for budget allocations shall have the opportunity to interview for vacant positions at the same time as PSC/CC, Annual and Probationary Contract teachers recommended for reappointment.

F. Student Learning Growth Cut Scores

1. The student learning growth portion of the evaluation will be one-third of the final summative evaluation for all instructional employees. The instructional practices portion of the evaluation to include the deliberate practice element will constitute the other two-thirds of the final summative evaluation.

2. All instructional personnel will receive student learning growth scores through local student learning growth models. For these student learning growth scores, standard errors will be used along with the value-added score to ensure a higher degree of confidence in assigning rating categories. This method will be used for each assessment to determine course, school, district or any other growth scores. The rating categories will be collaboratively agreed upon and are set as follows:

    a. Highly Effective: A highly effective rating is demonstrated by a value-added score of greater than zero (0), where all of the scores contained within the associated 99-percent confidence interval also lie above zero (0).

    b. Effective: An effective rating is demonstrated by a value-added score of zero (0); or a value-added score of greater than zero (0), where some portion of the range of scores associated with a 99-percent confidence interval lies at or below zero (0); or a value-added score of less than zero (0), where some portion of the range of scores associated with both the 95-percent and the 99-percent confidence interval lies at or above zero (0).

c. Needs Improvement or Developing if the teacher has been teaching for fewer than three (3) years: A needs improvement or developing rating is demonstrated by a value-added score that is less than zero (0), where the entire 95-percent confidence interval falls below zero (0), but where a portion of the 99-percent confidence interval lies above zero (0).

d. Unsatisfactory: An unsatisfactory rating is demonstrated by a value-added score of less than zero (0), where all of the scores contained within the 99-percent confidence interval also lie below zero (0).

3. When a particular assessment does not meet requirements for the calculation of a local student learning growth score, the results for the assessment shall be combined into the overall student learning growth score as "Effective." Multiple pieces of student learning growth will be weighted based on the number of students included.

G. Evaluation Rating Ranges

1. Instructional Practice and Final Summative Ratings – The ranges for the four evaluation ratings are specified as follows.

Highly Effective:	3.3 to 4.0
Effective:	2.4 to 3.2
Needs Improvement/Developing:	1.5 to 2.3
Unsatisfactory:	1.0 to 1.4

If the Status Score and the Deliberate Practice score exceeds a 4.0 rating, the teacher shall receive full value.

2. Student Learning Growth Score – The four evaluation ratings are specified as follows:

Highly Effective:	4.00
Effective:	3.29
Needs Improvement/Developing:	2.39
Unsatisfactory:	1.49

H. Summative Evaluation Rating

1. If the Student Growth Score causes the Summative Evaluation rating to drop below the Instructional Practice rating or the Summative Evaluation rating remains less than an Effective rating, the administrator shall meet with the instructor within (10) duty days of completing and publishing the Summative Evaluation report. The conference may be waived and/or the time may be extended by mutual agreement. The report must be signed (electronically or by hand) by the teacher; however, signature does not necessarily imply agreement with the evaluation.

2. In unusual circumstances such as the extended illness of a teacher, a copy of the Summative Evaluation report shall be sent by certified mail to the teacher's last known address with a notation on the report indicating the reason that no conference was held. Verification of such shall serve in lieu of the teacher's signature.

3. A PSC/CC teacher receiving a Summative Evaluation rating of Unsatisfactory shall be placed on a 90-day performance probation as outlined in Florida Statutes.

4. Other than procedural error the evaluation process or non-renewal of a teacher for competency shall not be subject to the grievance or arbitration process.

I. The evaluation procedures as set forth above, where applicable, shall apply to registered nurses.

J. The Evaluation Committee of the Collaborative Bargaining Leadership Committee (CBLT):

1. Substantive changes to the Instructional Personnel Evaluation Manual shall reflect new contractual language agreements in this article. The Evaluation Committee is charged with aligning those contractual language changes to the Instructional Personnel Evaluation Manual.

2. The Evaluation Committee shall also provide oversight of all planning development and implementation of the Evaluation Process creating and overseeing a system to ensure reliability and validity of observations and evaluations conducted by trained personnel.

3. The Classroom Teachers Association Evaluation Committee members, the CTA President, and OCCTA staff members shall have the opportunity to attend the Instructional Framework Observer Training or Instructional Framework Observer Recertification Training professional development delivered by a member of the Professional Learning Department staff.

K. Appeals

1. An employee may elect to appeal a procedural concern to the supervising administrator. If the issue is unresolved, the employee may elect to appeal any unresolved procedural issue(s) through either the Appeals Committee or the grievance/arbitration procedure – but not both. Instructional Practice appeals shall be submitted by an instructional employee by June 15, Student Learning Growth appeals shall be submitted by an instructional employee within thirty (30) duty days of receiving the Student Learning Growth score.

2. If it has been determined that there was a procedural error in an instructional employee's status score, then the following formula shall be used to report the revised score:

   - If the Status Score is between 1.0 and 2.9, and there is a procedural error, the Status Score shall be a 3.0 Effective
   - If the Status Score is higher than a 3.0, and there is a procedural error, the Status Score shall be a 3.3 Highly Effective
   - If it has been determined that there was a procedural error in an instructional employee's Deliberate Practice Score, then the revised score shall be .3 Applying and shall be added to the Status Score.

3. If it has been determined that there was a procedural error in an instructional employee's Student Learning Growth Score the following formula shall be used to report the revised score:

   - If the Student Learning Growth Score is a 1.49 or a 2.39, and there is a procedural error, the Student Learning Growth Score shall be a 3.29 Effective
   - If the Student Learning Growth Score is a 3.29, and there is a procedural error, the Student Learning Growth Score shall be a 4.0 Highly Effective.

4. In the event the Appeals Committee decision results in a tie, the parties agree that the CTA President or designee and the Senior Executive Director of Human Resources or designee will meet to investigate, review and, if necessary, conduct a discussion with all parties involved, with the intent to resolve the appeal. This will occur no later than thirty (30) days from the notification of the Appeals Committee decision. Decisions of the CTA President and Senior Executive Director will be final and binding for all parties.

5. In the event the CTA President and Senior Executive Director of Human Resources are unable to resolve the matter, the appeal may be filed directly to Step 3 as defined in Article III, Grievance Procedures, including mediation and arbitration, if necessary.

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. Evidence of 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 an Employment Services 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, incompetence, 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 provided written notification at the conclusion of the investigation when 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. Written notice via paid courier 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 in a timely manner.

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 F. 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 Association.

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.

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 layoff. 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. Layoff 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 Employment Services 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 Employment Services 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 paid courier or by public notice. Employees shall have five 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. If a teacher declines or fails to respond

to a notice of recall, it shall not preclude a teacher an opportunity to seek re-employment with the District in the future.

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 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.

    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.

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.

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 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.**

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 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.

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 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 **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.

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. Beginning in 2020-21, 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 meetings, workshops or professional development will be scheduled during this time.

ARTICLE XV

WORK YEAR

A. Ten-month employees shall have 197 duty days of which 180 shall include student contact. Eleven-month employees shall have 217 duty days. The calendar for school psychologists shall have 228 days. The total number of paid holidays for ten and 11-month employees shall be six. School psychologists receive one additional paid day off. Twelve-month employees shall be scheduled to work all weekdays when the Ronald Blocker Educational Leadership Center is open for business other than nine paid holidays. Paid holidays and the School Calendars shall be as set forth in Appendix B, which is hereby incorporated into and made a part of this Contract.

B. The 10-month calendar shall include the following:

1. Six (6) days of pre-planning prior to the first student attendance day, one of which will be a voluntary 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.

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.

5. Instructional personnel shall be permitted to work up to three (3) days prior to preplanning to prepare their classroom. They shall check (√) in and out upon arrival and departure from their work site. Instructional personnel may be excused for an equivalent number of workdays as identified at the end of each grading period providing they have fulfilled all requirements for submitting grades.

C. If a full Wednesday student day is required during the weeks of standardized student testing that increases student contact time, then the workday shall mirror the traditional Monday, Tuesday, Thursday, Friday schedule for students and employees. On the following Wednesday when testing has ended, all teachers shall be permitted to leave at the end of the scheduled student day. There shall be no mandatory professional development or required administrative meetings for teachers on that Wednesday. If two Wednesdays are required back to back, teachers shall be allowed to leave at the end of the scheduled student day on the following back to back Wednesdays. Other arrangements may be made between a teacher and the administrator with mutual consent.

D. Beginning with the 2020-21 school year, a maximum of two (2) early release days per month shall be used at the sole discretion of the administrator. Remaining early release days shall be used for uninterrupted planning time after student contact time. Teachers will be provided a copy of the schedule during preplanning for the first semester and before winter break for the second semester.

E. 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.

F. 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.

G. 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.

H. Any teacher transferred within the student year, or hired after pre-planning, shall be provided at least three student contact days for orientation and preparation prior to assuming responsibilities for teaching students.

I. 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.

J. Extended Employment

1. Employees shall be reimbursed for any extensions of employment at their daily rate of pay, per their primary contract for the school year just completed, 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. The acceptance of extended employment is voluntary on the part of the teacher, and such acceptance signifies a commitment to the particular extended employment.

3. Beginning in the **2020-21** school year, JROTC teachers shall work **197** duty days. They shall be offered up to ten (10) duty days of extended employment and the period shall be mutually agreed upon between the administrator and the teachers. The principal has the option to offer additional duty days of extended employment beyond the ten (10) duty days.

4. The athletic director shall be offered up to 20 days of extended employment and the period shall be mutually agreed upon between the administrator and the athletic director.

5. CRTs assigned to elementary schools or special centers may be offered extended employment of up to 20 days during the summer months.

6. Guidance counselors, media specialists, and Magnet Program Coordinators may be offered extended employment for the period following post-planning and/or for the period preceding preplanning.

7. Secondary cooperative vocational education teachers and vocational agriculture teachers may be offered extended employment for the summer months. If these secondary schools have a ninth grade center, the days used for the extended employment may be used between the teachers from the main campus and the teachers from the ninth grade center.

8. High Schools shall be given a total of five (5) days of extended employment for the athletic trainer (s) to cover athletic practices prior to pre-planning.

9. 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.

K. 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 **first duty day of the current school year**. For school year**2020-21**, there will be no retroactive pay for any teacher who leaves the district prior to final ratification.

1. Full-time members of the bargaining unit with a base salary of less than $47,500, will receive an increase to their base salary to $47,500.

2. Half-time members of the bargaining unit with a base salary of less than $23,750, will receive an increase to their base salary to $23,750.

3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).

4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).

B. Differential Pay

1. Supplement for Advanced Degrees

a. The Advanced Degree Supplement shall be subject to the following:

1) The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.

2) If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.

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

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

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

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

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

   a. Salary Placement

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

      2) Initial placement of re-employed retired school psychologists with twelve (12) years or more experience shall be at the twelve (12) year minimum of the school psychologist salary structure. Pay increases in subsequent years in accordance with the movement of other bargaining unit members which is contingent upon negotiated contractual provisions.

   b. Any retired teacher who returns to work with less than ten (10) years of experience (or fifteen (15) years of experience for Focus or Priority schools) shall receive credit for each year of full-time public school teaching for which the employee received an effective performance evaluation or higher.

   c. Any retired teacher who returns to work at a Focus or Priority school shall be paid at 22% above entry teacher pay while they work at these schools during the time the schools are designated Focus or Priority.

   d. If in subsequent years, the school does not remain a Focus or Priority school, the teachers shall remain at the Focus or Priority pay rate with any earned increases for one year and if the school maintains the higher grade, the teacher's salary shall decrease by 10% which shall maintain any earned pay increases

3. Differential pay/Supplemental activities shall be compensated as set forth in Appendices A-1 through A-4 which is incorporated into, and hereby made a part of, this Contract.

4. Supplement Handbook

   a. The Board shall publish and post a Supplement Handbook on the CBLT websites: www.ocps.net/es/laborrelations and www.orangecta.fea.aft.org.

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

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

5. Additional Period Pay

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

   b. For teaching each additional instructional period during, before or after the regular student day, the amount of the supplement the teacher receives for teaching the additional period should be based on the hourly rate of pay for an entry teacher with no experience based on the current year's salary schedule. Calculations will be as follows: the annual salary of entry teacher based on the previous year's salary schedule/**197** days in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs. For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.

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

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

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

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

3) Class size requirements for the additional instructional period shall follow state guidelines

4) Observations made during the additional instructional period are for feedback purposes only and shall not be used as a part of the Instructional Evaluation System

5) Support with curriculum and materials shall be provided to the teacher upon request to assist in planning for the additional instructional period.

6. Irregular Schedule Pay

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

a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional $2,520 per year. A split shift shall be defined as a shift that is not continuous.

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

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

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

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

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

F. Method of Payment

1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.

2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.

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

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

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

6. Under normal circumstances, supplements will be included in the employee's regular payment.

    a. Payment for high school winter sports will begin in November and for spring sports in February.

b. Payment for middle school sports will begin the month following the beginning of each sport season.

c. Up to $100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.

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

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

9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day.

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

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

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

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

1. Teaching Experience

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

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

b. Out of state public school teaching experience: Instructional personnel hired from outside of the state of Florida shall receive credit for each year of full-time public school teaching which is verified by the previous employer. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

c. Instructional personnel hired from private schools (or school systems, including college) shall receive credit for each year of full time teaching. Teaching experience may be added to all prior public school experience credit. Experience credit shall be reviewed and pay shall be based on what similar teachers with the same amount of experience credit are compensated.

d. Instructional personnel shall provide verification of effective performance for all years of experience to the Human Resources Department.

e. Paid holidays shall be counted in computations which apply to credit for teaching.

f. Half-time: Effective July 1, 2011, half-time teaching shall be counted year for year for salary credit. Half-time teaching prior to July 1, 2011 will continue to be combined so two one-half years equals one year of experience. Half-time experience shall continue to count as one-half of full-time experience for the purpose of calculating seniority.

g. Half Year: Work less than the number of days constituting one-half year of another district's regular school year. Teachers may combine two one-half years of experience for a full year of teaching credit. One-half year of teaching shall be defined as at least 26% to 50% of the total number of days, 26% of which must be continuous duty days, in any regular school year.

h. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher. Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.

i. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.

j. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.

2. Work Experience

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

b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.

c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.

d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.

e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.

f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit for all years of work related experience. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services.

g. Military Experience – If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four years of active military duty in the armed forces of the United States of America. This credit will be granted upon receipt of the employee's DD 214 by Employment Services.

3. JROTC

a. It is understood the JROTC instructor will have retired from active military duty.

b. The following procedures shall apply to pay upon hire:

1) The difference between the active duty pay and the retirement pay is the Minimum Instructor Pay (MIP). This documentation is provided by the JROTC instructor's branch of the military.

2) Until documentation is provided or if that amount falls below the salary of similar teachers with four (4) years of experience, pay upon hire will be the same as similar teachers with four years of experience.

3) If the MIP amount is more than the amount paid to teachers with fifteen (15) years of experience, the employee shall be paid the MIP and shall not receive district increases, until such time as the amount those with 15 years of experience are earning meets or exceeds that amount.

4) Active JROTC Instructors whose salaries are frozen, therefore ineligible for performance pay increase shall receive lump sum bonuses in the same increase amounts (performance + COLA) for the respective evaluation ratings based on their individual summative evaluations. Payout of the bonus will occur after ratification of salary.

c. Any increase on the salary schedule in subsequent years shall be in accordance with the pay increase of other bargaining unit members, which is contingent upon negotiated contractual provisions. However, eligible JROTC instructors shall only receive the higher salary increase of either the MIP or what is granted to other eligible instructional personnel, not both.

d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.

4. Former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule entry teacher pay.

5. Former employees who are re-hired, other than those who retired from the District, shall return to their previous salary less any differential as outlined in Article XVI. B., or be placed on the new teacher entry placement schedule, whichever is greater.

I. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The district will correct an error involving wages or other means of compensation up to two years from the date the error was identified per F.S. 95.11. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive to the beginning of the school year in which the over payment was discovered. It is the employee's responsibility to review his/her salary statements for accuracy.

J. An employee shall be responsible for providing documentation of academic degrees and experience for salary, differential pay and supplement purposes to the Employment Services Department.

K. A PSC/CC teacher's salary may be frozen if identifiable less than effective performance exists. The following procedures shall be used:

1. The administrator shall notify the teacher in writing of the less than effective performance, including specific examples. Notification shall occur prior to the beginning of the second semester.

2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.

3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.

4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.

5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association

6. The teacher shall be entitled to Association representation throughout this procedure.

7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C. have been initiated.

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

ARTICLE XVII

FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. Annual individual premium cost increases exceeding 8% over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.

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 a plan with a contracted provider network, (an HMO and/or PPO type).

   b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.

   c. In situations of severe personal injury or life-threatening illness, a case management review may be required after a review by a medical panel as set forth in Appendix C Section G.

   d. Compliance with pre-certification and utilization review programs shall be required.

3. Employees shall be responsible for payment of all specified deductibles, coinsurance, copayments 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 59 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 only, employee + child(ren), employee + spouse/domestic partner or employee + family coverage of health insurance available through twice monthly payroll deduction.

7. If an employee and his/her spouse/domestic partner 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.

10. The Fringe Benefit Committee shall review and advise on questions used in the bi-annual insurance survey.

B. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, an alternative to health insurance, as set forth in Appendix C, Section H.

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 during annual enrollment or within 30 days of a qualifying event as defined by IRS Section 125.

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/domestic partner, children, parents, siblings, and executor or administrator.

D. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties; 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/domestic partner from a minimum amount of $10,000 up to the maximum provided in the policy document in $10,000 increments to the maximum of the policy.

2. Additional term life insurance coverage shall be available up to a maximum of $10,000 for the teacher's spouse/domestic partner and up to a maximum of $5,000 for each child depending upon the teacher's annual salary.

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:

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

a. Effective July 1, 2008, employees may use cumulative years of service for calculation of terminal pay if, when rehired by the district they remain employed immediately preceding retirement, for at least five years**.**

b. Consecutive years of service will be used for calculation of terminal pay in all other situations.

2. An employee will (a) notify the appropriate District department 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 D.

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 (6) 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 (1) 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 (1) teaching month and then require additional leave for medical reasons, such additional leave shall be considered as one period of leave if within one (1) 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 (6) 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 (1) duty day before and/or after a scheduled holiday or the first and/or last five (5) 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 three (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 (10) 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 (5) 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 twelve (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 (5) 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:

Years of Service	Annual Leave Days
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 (6) months within a fiscal year.

5. One (1) 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.

l. **Bereavement Leave**

1. When a death occurs in the immediate family of an employee, the employee shall be granted leave with or without pay for up to three (3) duty days to travel to and from the funeral location and attendance at the funeral for in-state activities. An employee shall be granted up to two (2) additional duty days to attend out-of-state funerals. Employees must use sick leave with or without pay for bereavement leave.

2. Immediate family is defined as spouse, same sex domestic partner, child (natural or step), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

3. Additional time may be granted at the discretion of the Administrator.

J. 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.

K. The District and the Union will continue to review and implement improvements in the Employee Self Service System (ESS).

ARTICLE XIX

FACULTY ADVISORY COMMITTEE

A. The Faculty Advisory Committee shall have a membership of not less than five or 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 (3) to a maximum of five (5) 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. Minutes from such meetings may be requested by the faculty and may be posted on the CTA bulletin board at the school by the Association Representative.

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, 2021.

COLLABORATIVE BARGAINING LEADERSHIP TEAM MEMBERS

Rob Bixler	Matthew Hazel	James Preusser
Leigh Ann Blackmore	Alex Heidelberg	Maribel Rigsby
Doreen Concolino	Myrlene Jackson-Kimble	**Ladara Royal**
Albert Davies	**Laketa Jimenez**	Elizabeth Silva
Wendy Doromal	Daphne Lewis	Mary Grace Surrena
Gloria Fernandez	Clinton McCracken	Stephanie Wyka
Ian Gesundheit	John McHale	
Farrah Hawkins	Megan Oates	

Signature Page for the 2020-21 Contract Between

The School Board of Orange County, Florida and

The Orange County Classroom Teachers Association

School Board of Orange County, Florida

Teresa Jacobs
Chair

Barbara M. Jenkins
Superintendent

James Preusser, Chief Negotiator
Senior Executive Director, Human Resources

LeighAnn Blackmore
Director, Labor Relations

Orange County Classroom Teachers Association

Wendy Doromal, President

Maribel Rigsby
Chair, Bargaining Committee

APPENDIX A

Salary Structure for Performance Pay

Open Range Schedule	
Minimum	**Maximum**
$47,500	**$95,650**

- Non Degreed Registered Nurses: 3 years of work experience shall serve in lieu of a Bachelor's Degree.
- Adjuncts/Technical Adult: Placement at Level A and based on degree or its equivalent. The degree or its vocational equivalent is as defined in Article VIII, Section L.
- New hires shall be placed on the schedule at the same level as teachers with comparable years of instructional experience.

Salary Structure for Performance Pay for School Psychologists

Open Range Schedule	
Minimum	**Maximum**
$56,250	**$100,525**

APPENDIX A-1

MERIT AWARDS

The Merit Awards plan will include:

A. The total amount for Merit Awards 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. Bonuses

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

APPENDIX A-2 SUPPLEMENT SCHEDULE

Laned High School Athletic Supplement Rates

(Non-Endorsed)	0-3	4-6	7-14	15+
Athletic Management				
Athletic Trainer, Certified	5160	5779	6399	7224
Athletic Director	3035	3400	3765	4250
Asst. Athletic Director	1518	1700	1882	2125
Athletic Business Mgr.	2024	2267	2509	2834
Group II				
Football	3162	3541	3953	4427
Football Asst.	2108	2362	2635	2952
Group III				
Basketball	2530	2834	3162	3541
Basketball Asst.	1686	1889	2108	2361
Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling,	2261	2482	2748	3102
Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1477	1654	1832	2068
Group V				
Spirit Cheerleading, Volleyball	1834	2055	2293	2568
Competitive Cheer	918	1028	1146	1284
Spirit Cheerleading Asst., Volleyball Asst.	1223	1370	1529	1712
Competitive Cheer Asst.	612	685	764	856
Group VI				
Flag Football, Lacrosse	1760	1972	2184	2465
Flag Football Asst., Lacrosse Asst.	1054	1180	1317	1476
Group VII				
Rhythmic Gym, Water Polo, Crew	1457	1632	1807	2040
Rhythmic Gym Asst., Water Polo Asst., Crew	971	1088	1204	1360
Group VIII				
Cross Country, Tennis, Golf, Weightlifting	1170	1310	1463	1638
Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	780	873	975	1092
Group IX				
Special Olympics, Sports	1760	1972	2184	2465
Group X				
Bowling	941	1054	1246	1522
Bowling Asst.	627	702	830	1015

(Endorsed)	0-3	4-6	7-14	15+
Athletic Trainer, Certified	6451	7224	7999	9031
Athletic Director CAA	5408	6056	6705	7571
Athletic Director	3795	4250	4705	5313
Asst. Athletic Director	1897	2125	2353	2656
Athletic Business Mgr.	2530	2834	3136	3541
Group II				
Football	3795	4250	4743	5313
Football Asst.	2530	2834	3162	3541
Group III				
Basketball	3035	3400	3795	4250
Basketball Asst.	2024	2267	2530	2834
Group IV				
Baseball, Softball, Soccer, Swimming, Track, Wrestling	2770	3102	3435	3878
Baseball Asst., Softball Asst. Soccer Asst., Swimming Asst., Track Asst., Wrestling Asst.	1847	2068	2290	2585
Group V				
Spirit Cheerleading, Volleyball	2201	2465	2751	3082
Competitive Cheer	1101	1233	1376	1541
Spirit Cheerleading Asst., Volleyball Asst.	1468	1644	1834	2055
Competitive Cheer Asst.	734	822	918	1028
Group VI				
Flag Football, Lacrosse	2201	2465	2730	3081
Flag Football Asst., Lacrosse Asst.	1265	1416	1581	1771
Group VII				
Rhythmic Gym, Water Polo, Crew	1821	2040	2259	2550
Rhythmic Gym Asst., Water Polo Asst., Crew	1214	1360	1506	1700
Group VIII				
Cross Country, Tennis, Golf, Weightlifting	1404	1573	1755	1965
Cross Country Asst., Tennis Asst., Golf Asst., Wtlifting Asst.	936	1049	1170	1311
Group IX				
Special Olympics, Sports	2201	2465	2730	3081
Group X				
Bowling	1176	1317	1496	1827
Bowling Asst.	784	897	997	1217

* Color Guard/Winter Guard Sponsor: Until such time as the parties have the resources to fund new supplements, the color/winter guard sponsor may be paid up to 3 Extra Curricular Activities. The Parties have established that the color/winter guard sponsor shall be paid at the rhythmic gymnastics level, once we have the funds.

Laned High School Fine Arts Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Band Director	3795	4250	4743	5313
Band Director Assistant	2530	2834	3162	3541
Choral Director	2770	3102	3435	3878
Choral Director Assistant	1847	2068	2290	2585
Orchestra Director	2770	3102	3435	3878

Laned High School Co-Curricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Digital Media/Newspaper	2770	3102	3435	3878
JROTC	2770	3102	3435	3878
Student Council	2770	3102	3435	3878
Student Council Assistant	1847	2068	2290	2585
Yearbook	3795	4250	4705	5313

Laned High School Extracurricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Drama/Thespian	2770	3102	3435	3878
Drama/Thespian Assistant	1847	2068	2290	2585
Forensics	2770	3102	3435	3878
Jr. Class Sponsor	2770	3102	3435	3878
Senior Class Sponsor	2770	3102	3435	3878

Other High School Supplements

Type	Supplement
Agribusiness (4)	1401
Agribusiness Extended	315
Club Sponsor (2)	453
Department Chair/Team Leader	74/person
Extracurricular Activities Sponsor	453
FFA	700
Freshman/Sophomore Class Sponsor	453
Lead Mentor	793
Magnet Program Coordinator	1530
New Instructional Personnel Induction Mentor	227/beginning instructional personnel
Professional Development Certification Program (PDCP) Mentor	453
Quiz Bowl	1360
Special Duty	782
Sports Abilities Team	453
Visual and/or Performing Arts Sponsor	906
Wellness Representative	782

Laned Middle School Athletics Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	4-6 Years	7-14 Years	15+ Years		0-3 Years	4-6 Years	7-14 Years	15+ Years
MS Athletic Director	2034	2278	2582	2847	**MS Athletic Director**	2542	2847	3153	3560
Head Coach, Sports	1085	1214	1355	1518	**Head Coach, Sports**	1301	1457	1626	1821
Asst. Coach, Sports	723	810	903	1012	**Asst. Coach, Sports**	867	971	1085	1214
Special Olympics	1760	1972	2184	2465	**Special Olympics**	2201	2465	2730	3081

Laned Middle School Arts/Music Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Associate Band Director	1847	2068	2290	2585
Associate Choral Director	911	1020	1138	1275
Band Director	2770	3102	3435	3878
Choral Director	1366	1530	1708	1913
Orchestra Director	1366	1530	1708	1913
Performing Arts Director	1366	1530	1708	1913

Middle School Extracurricular Supplements

Type	Supplement
Club Sponsor	510
Sports Abilities	510

Other Middle School Supplements

Type	Supplement
Agribusiness	1401
Agribusiness Extended	315
Department Chair	49/person
Extracurricular Activities Sponsor	453
FFA	700
Intramural Coordinator	1723
Lead Mentor	793
Magnet Program Coordinator	1020
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel ◊
Professional Development Certification Program (PDCP) Mentor	453
Special Duty	782
Team Leader	1082
Visual and/or Performing Arts Sponsor	906
Wellness Representative	782

Laned Elementary Athletics Supplement Rates

Non-Endorsed					Endorsed				
	0-3 Years	**4-6 Years**	**7-14 Years**	**15+ Years**		**0-3 Years**	**4-6 Years**	**7-14 Years**	**15+ Years**
Special Olympics	1760	1972	2184	2465	**Special Olympics**	2201	2465	2730	3081

Other Elementary School Supplements

Type	Supplement
Club Sponsor	510
Elementary Activity Sponsor	510
Events Coordinator	782
Grade Level Chair	74/person
Lead Mentor	793
Magnet Program Coordinator	510
Music Sponsor	876
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel ◊
Professional Development Certification Program (PDCP) Mentor	453
Safety Patrol Sponsor	1133
Special Duty	782
Sports Abilities Team	510
Visual and/or Performing Arts Sponsor	510
Wellness Representative	782

Laned Postsecondary Extracurricular Supplements

	0-3 Years	4-6 Years	7-14 Years	15+ Years
Student Advisory Board	2770	3102	3435	3878
Student Advisory Board Assistant	1847	2068	2290	2585
Digital Media/Newspaper	2770	3102	3435	3878
Tech Center Senior Class Sponsor	1847	2068	2290	2585

Other Postsecondary Supplements

Type	Supplement
Club Sponsor	510
Department Chair/Team Leader	74/person
Lead Mentor	793
New Instructional Personnel Induction Mentor	227 / beginning instructional personnel
Professional Development Certification Program (PDCP) Mentor	453
Wellness Representative	782

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 **District Office for Athletics**.

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 **CBLT**.

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 A-2

SUPPLEMENT SCHEDULE

ADVANCED DEGREES SUPPLEMENTS

Masters: $**3,342** Specialist: $**5,127** Doctorate: $**6,760**

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

Eleven month employees add 0.10 to the above amounts.

Twelve month employees add 0.20 to above amounts.

APPENDIX A-3

STUDENT SUCCESS ACT SUPPLEMENTS

Pursuant to Florida Statute 1012.22, the District shall provide eligible teachers in the following categories earning regular wages in an active pay status, an additional pay supplement of no less than $5.00 a pay check: assignment to a Title I eligible school; assignment to a Focus or Priority School; certification and teaching in named critical shortage areas as identified by district staffing needs; and assignment of additional academic responsibilities. The supplement will be paid bi-weekly throughout the work year. These supplements will be paid bi-weekly throughout the work year. These supplements due on regular wages earned during the summer will be paid of the first instructional check of the next work year.

APPENDIX A-4

TARGETED SCHOOLS SUPPLEMENT

Eligible teachers who work at schools which are on the Targeted School List (inclusive of the School Transformation Office schools , elementary and middle schools with previous school grade of an “F” or three consecutive “D’s,” and high schools with a previous grade of “F” or one “D”) will receive a bi-weekly supplement.

Teachers assigned to the Targeted Schools will receive a minimum annual supplement in the amount of $1,500 paid bi-weekly. An additional annual amount of $1,100 paid bi-weekly funded by Title I will also be provided.

The amounts may vary contingent on available funding and the number of Targeted Schools. In the event a school no longer qualifies for this supplement, all eligible teachers may continue to receive the supplement for one additional school year.

The current list of schools will be maintained on the OCPS Compensation and Labor Relations webpages.

APPENDIX B

PAID HOLIDAYS and ADDITIONAL VACATION DAYS

TEN AND ELEVEN MONTH EMPLOYEES

Holiday
Labor Day
Thanksgiving
New Year's Day
Martin Luther King Jr. Day
Memorial Day

TWELVE MONTH EMPLOYEES:

Holiday
Independence Day
Labor Day
Thanksgiving Holidays
Winter Holidays

SCHOOL PSYCHOLOGISTS:

Holiday
Independence Day
Labor Day
Thanksgiving Holidays
New Year's Day
Martin Luther King Jr. Day
Memorial Day *

* Additional Paid Day Off

ADDITIONAL VACATION DAYS FOR TWELVE MONTH EMPLOYEES

New Year's Day
Martin Luther King, Jr. Day
Memorial Day

If a holiday or paid day off occurs on a Saturday, employees will celebrate the holiday on the Friday immediately before the Saturday holiday. If a holiday or paid day off occurs on a Sunday, employees will celebrate the holiday on the Monday immediately following the Sunday holiday. If a two-day holiday or paid day off occurs on a Saturday and a Sunday, the employee will celebrate the holidays on both the Friday immediately before and the Monday immediately following the Saturday/Sunday holidays.

Note: The 2019-20 annual salary for school psychologists will remain the same as the annual salary for 2018-19 after adding the applicable salary increases awarded to all instructional employees.

APPENDIX C

HEALTH INSURANCE COVERAGE

A. Employees shall be able to choose from in-network and out-of-network doctors, hospitals and pharmacies. In addition, a select in-network option shall be available.

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. Annual individual premium cost increases exceeding 8% over the prior year will be equally shared by the District and employees. Such shared costs may be accomplished by either employee premium cost sharing or plan revisions, or both.

B. Annual out-of-pocket maximums and deductibles:

<table>
<tr><td colspan="6">2019-20 Health Insurance Plans</td></tr>
<tr><td colspan="2">Plan A (Local Plus Network)</td><td colspan="2">Plan B (Open Access Plus HRA)</td><td colspan="2">Plan C (OAPIN)</td></tr>
<tr><td colspan="2">No premium cost for Employee Only Coverage (full-time)</td><td colspan="2">PPO Like: Open Access Plus HRA (In and Out of Network)</td><td colspan="2">Employee Paid Premium $18.64/paycheck, $373/year</td></tr>
<tr><td colspan="2"></td><td colspan="2">In-Network Benefits</td><td colspan="2"></td></tr>
<tr><td rowspan="3">Out of Pocket Maximums</td><td>Medical: $5,500 Individual/$10,500 Family</td><td rowspan="3">Out of Pocket Maximums</td><td>Medical: $5,000 Individual/$10,000 Family</td><td rowspan="3">Out of Pocket Maximums</td><td>Medical: $5,000 Individual/$10,000 Family</td></tr>
<tr><td>Pharmacy: $1,000 Individual/$2,000 Family</td><td>Pharmacy: 1,000 Individual/$2,000 Family</td><td>Pharmacy: 1,000 Individual/$2,000 Family</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Deductibles</td><td>$250 Individual/$500 Family</td><td>In-Network Deductibles</td><td>$2,000 Individual/$1,000 Family</td><td>Deductibles</td><td>$100 Individual/$200 Family</td></tr>
<tr><td colspan="2" rowspan="4"></td><td colspan="2">Out of Network Coverage</td><td colspan="2" rowspan="4"></td></tr>
<tr><td>Out of Network Deductibles</td><td>Medical: $3,000 Individual/$6,000 Family</td></tr>
<tr><td rowspan="2">Out of Network Maximums</td><td>Medical: $9,000 Individual/$18,000 Family</td></tr>
<tr><td>Pharmacy: Unlimited</td></tr>
</table>

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

** In-network out-of pocket annual maximums shall include any deductibles, copayments, and coinsurance. Once a member has met their out of pocket maximum, the plan will pay 100% of the covered charges for the remainder of the plan year.

In-network and out-of-network deductibles and out-of-pocket maximums shall accumulate separately. Deductibles paid for services rendered during the last three months of a plan year (July, August, and September) shall apply toward the next plan year.

3. In the PPO-like Plan B, HRA product in-network co-insurance shall be 80 percent (with the member paying 20 percent) and out-of- network co-insurance shall be 70 percent (with the member paying 30 percent) of the in-network fee schedule.

4. In-network copayments for the contracted provider network for each Primary Care Physician (PCP) and for each Specialist visit covered by the healthcare products are covered as listed in the chart below.

Plan Name	Plan A: Local Plus In-Network	Plan B: Open Access Plus HRA In and Out of Network Plan	Plan C: OAPIN
Specialist and Primary Care Visit Copays (in-network only)			
Primary Care (PCP)	$20	$30	$25
Specialist	$35	$65	$45
Specialist CCN*	N/A	$45	N/A

* Cigna Care Network Specialist

5. For plan year 2019-20 the PPO-like, Plan B: Open Access Plus HRA In and Out of Network and HMO-like Plan C: OAPIN Plan shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a $40 charge for formulary drugs for a 30-day supply; and a $75 charge for drugs more than $1,500 for a 30-day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a participating network pharmacy for a $60 charge for a 30-day supply when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

   For plan year 2019-20 the HMO-like, Plan A: Local Plus In-network product shall provide a prescription plan with a $7 charge for generic drugs for a 30-day supply; a 10% coinsurance/minimum $40 co-pay charge for formulary drugs for a 30-day supply; a 10% coinsurance/minimum $75 co-pay for medications more than $1,500 for a 30 day supply at participating network pharmacies. Certain non-formulary drugs may be provided at a

participating network pharmacy for 50% coinsurance/minimum $60 co-pay charge when medical necessity has been verified with a Prior Authorization form filed with the Pharmacy Benefit Management Company. See your physician for step therapy details.

Maintenance medications must be purchased through the mail order at Caremark.com or via the CVS Pharmacy Retail 90 program. Members shall be charged the full cost of the medication if mail order or CVS Retail 90 is not utilized for maintenance medication. In Plan B: HRA employees using out-of-network pharmacies for prescription drugs will pay copay plus the difference in cost between out-of-network and network cost to the plan (excluding maintenance medications which must be purchased at mail order). There are no out of network benefits for pharmacy in Plan A: Local Plus In-Network or Plan C: OAPIN.

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

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

8. Emergency Room visits copayments are as follows:

    - HMO-like products Plan A and C: $300
    - PPO-like products Plan B: $300 plus co-insurance

    Emergency Room copayment shall be waived if the plan member is admitted to the hospital. If a plan member has a documented referral to the ER by an urgent care center or physician and is not admitted to the hospital, he/she may use the appeal process as outlined in the Plan Document for possible reimbursement of the Emergency Room copayment.

9. Advanced Radiological Imaging copayments are as follows and apply in outpatient settings as well as in the Emergency Room. Advanced Radiological Imaging includes but is not limited to MRIs, CT scans, PET scans, and radiological stress tests.

    - HMO-like products Plan A and C: $100
    - PPO-like products Plan B: $100 plus co-insurance

C. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.

D. In both the PPO-like and HMO-like product child health supervision services in network shall be $20 per visit.

E. A mammography benefit shall be provided. Preventive care will be covered at no cost to the member. The services must be coded from the provider as a preventive.

F. The daily room rate allowance shall be at least $175 for out-of-network hospitals.

G. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the Third-Party Administrator five working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-

certification will be mandatory for non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 48 hours following any emergency admission.

H. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected member.

1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be: a representative from the Association, a representative from the Board and three medical representatives agreed to by the parties. The Association and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.

2. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:

   a. The illness is life-threatening.

   b. The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration.

   c. The experimental or investigative treatment or procedure is conducted by a Joint Commission accredited hospital and a licensed board-certified specialist.

   d. The experimental or investigative treatment or procedure is recognized as having merit by national medical experts.

   e. The affected employee must fit the provider's qualifications to be a candidate for such treatment or procedure.

   f. The affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative.

   g. The affected employee requests to participate in the treatment or procedure after analyzing the benefits and the risk.

3. The panel shall make a case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees of the Benefits Trust will take final action in an expeditious manner.

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

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

J. Any wellness program will be optional to all instructional employees. All such programs will be confidential and all employee information will be protected by a third party per HIPPA regulations. Incentives shall be negotiated through the bargaining process.

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

APPENDIX D

SICK LEAVE BANK

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

A. Membership

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

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

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

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

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

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

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

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

B. Administration and Governance

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

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

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

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

C. Eligibility for Benefits

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

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

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

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

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

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

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

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

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

10. The SLB shall not cover unauthorized leaves.

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

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

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

3. A written request must be made to the appropriate District department and received within 90 calendar days of the first day for which SLB days could have been drawn. The request

shall have attached a doctor's statement on a form provided by the appropriate District department, attesting to the member's extended illness, accident or injury and stating the probable date the member will be able to return to work. The applicant will bear the cost of obtaining the medical statement. A second medical statement may be requested, prior to rendering a decision as to the number of days to be granted.

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

E. Abuse of Benefits

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

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

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

APPENDIX E

SCHOOL PSYCHOLOGISTS

A. School Psychologists will work an 8 hour day with a duty free (25 minute) lunch.

B. School Psychologists will be paid advanced degree supplement for which they submit verification per Article XVI, Section B.1. a.-d. and Appendix A-2.

C. School Psychologists will be credited with prior teaching experience for which they submit verification per Article XVI, Section H.

The parties shall meet to review language in the contract to determine the applicability to school psychologists.

APPENDIX F

REGISTERED NURSES

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

1. Article VI, Section Q.6.
2. Article VII
3. Article VIII, Sections A - I., N., Q., R.
4. Article IX, Sections B., C., D., and G.8. and 12.
5. Article X, Sections A., B., C, D., E., H. K.2.
6. Article XIV, Sections B.3.d., e., f., h.; D., E., L., O., P., Q., and U.
7. Article XV, Sections F., G., and H.
8. Article XVI, Sections B.5. (all), B.6. (all), H.1., 2., 3., K.
9. Article XVII, Sections H. and O.
10. Article XVIII, Section E.1.

B. The work year for registered nurses shall be **197** days including six paid holidays.

C. Any employment beyond the **197** 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. All years of work related experience shall be granted for salary purposes, 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. Evaluation will be conducted by the respective administrator with input from the agency involved. The Association will be provided the opportunity for input in the evaluation 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., N., Q., R.

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

Article X

Article XII, all

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. - B.2., 3., 4., I., J., L.

Article XVIII, Section E.1.

Appendix E

APPENDIX H

ORANGE COUNTY VIRTUAL SCHOOL INSTRUCTIONAL PERSONNEL

A. Instructors are assigned in a full-time status to OCVS.

1. Instructors shall have a 7.5 hour duty day within a twelve hour period.

    a. The twelve hour period shall be from 8:00 am to 8:00 pm.

    b. The instructor shall schedule at least one evening session per week, and the session shall end at 8:00 pm.

    c. There shall be a minimum of 25 minutes per day scheduled for the duty-free meal break.

    d. The instructor shall have the discretion to schedule their duty day within the aforementioned parameters.

2. Each instructor shall have a planning period of at least 50 minutes, not to exceed 60 minutes. OVCS instructors are to use the planning period primarily for preparations.

B. Preparations are based on the number of instructors and the number of students per instructor. As the number of teachers and students increase, the number of preparations shall decrease accordingly. The parties shall meet annually to agree on the number of preparations assigned to each teacher.

Flexible OCVS Teacher Forecast		
Number of Instructors	Number of Courses per Instructor	Maximum Number of Students per Instructor
4	8-10	120-130
6	6-8	130-150
8	5-7	150-160
10	2-4	160-180

APPENDIX I

UNIVERSAL VOLUNTARY PRE-K SUMMER PROGRAM

A. Three hundred (300) instructional hours are required for Summer VPK.

B. **The** duty day for the Summer VPK program shall be 9.5 hours in length

C. Teachers shall be paid at their regular hourly rate of pay

D. The work day shall include:

1. 15 minutes on-site planning in the morning

2. 25 minutes duty-free lunch

3. 15 minutes on-site planning at the end of the day

4. 30 minutes off-site planning

E. No paid leave or leave accrual will be provided.

F. Regular employees shall be considered for summer employment for which they are qualified before others are hired.

APPENDIX J

MEMORANDUMS OF UNDERSTANDING/LETTERS OF UNDERSTANDING

The following pages include the Memorandums of Understanding (MOUs) and Letters of Understanding (LOUs) executed by the parties.

Orange County Public Schools

445 W. Amelia Street · Orlando, Florida 32801 · (407) 317-3200 · www.ocps.net

February 27, 2020

Ms. Wendy Doromal, President
Orange County Classroom Teachers Association (OCCTA)
1020 Webster Avenue
Orlando, Florida 32804

RE: Teacher Observation during Presentation of Five (5) Hour Mental Health Curriculum

Dear Wendy:

Pursuant to our discussion on February 27, 2020, the School Board of Orange County, Florida (hereinafter the "District") provides this Letter of Understanding (LOU) to the Orange County Classroom Teachers Association (hereinafter the "Union"). This document memorializes our discussion during bargaining regarding teacher observation during the presentation of the five (5) hour mental health curriculum. The District and the Union acknowledge the following points:

- Instructional personnel teaching Mental Health Curriculum shall not be observed for evaluation purposes during Mental Health course instruction. The five-hour course will not be used for the calculation of the Student Learning Growth.

This agreement expires June 30, 2021.

Regards,

James Preusser
Senior Executive Director
Human Resources Division

WS Doromal
Union

2/27/2020
Date:

Jan E. Preusser
District

2/27/2020
Date

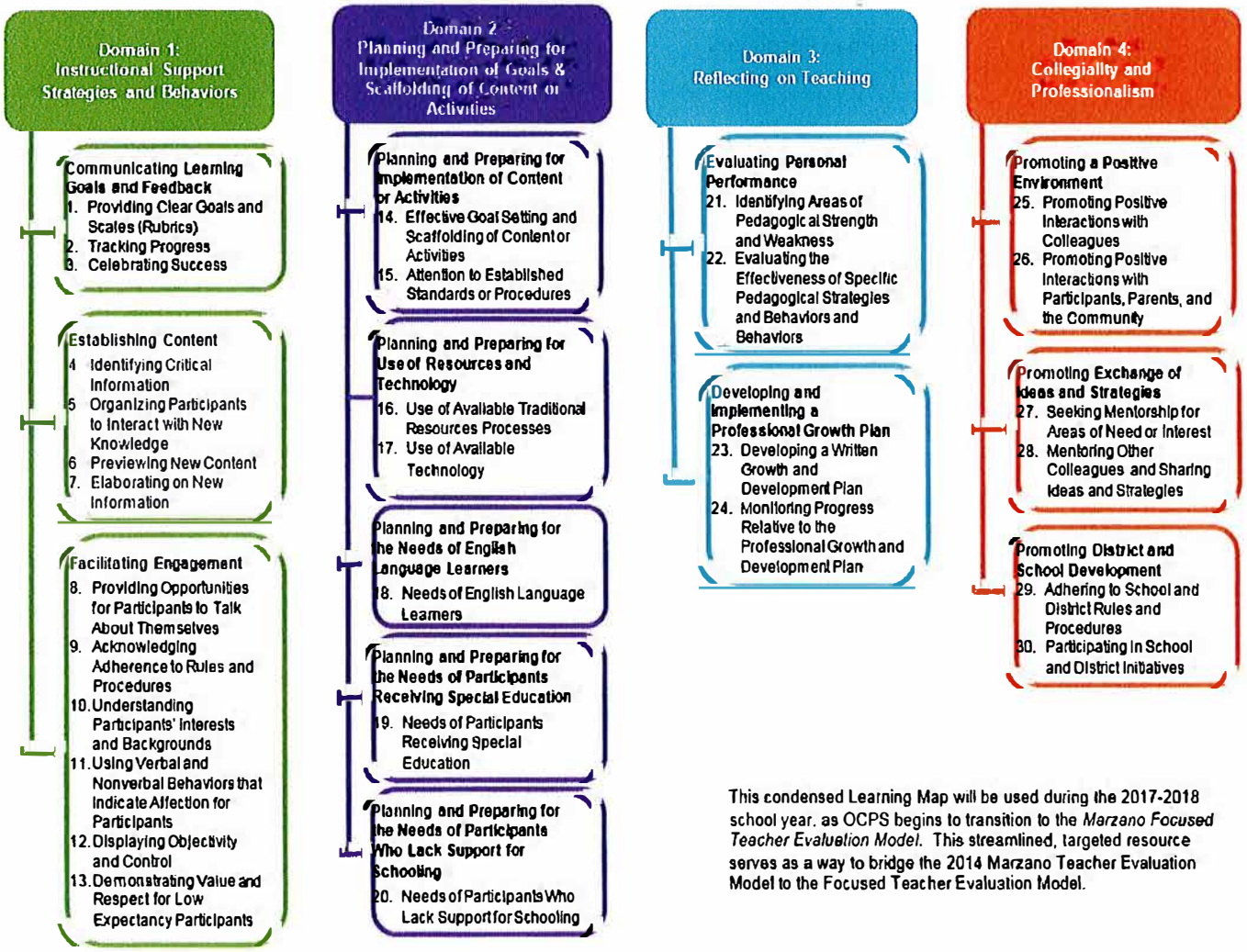
MEMORANDUM OF UNDERSTANDING #10
Moving School Counselors and SAFE Coordinators to
Non-Classroom Learning Map
Evaluation Manual – Appendix B
October 20, 2020

APPENDIX B

Learning Map for Non-Classroom Personnel

Audiologists, Behavior Specialists, Diagnosticians, Staffing Specialists, Mental Health Counselors, Psychologists, Social Workers, Testing Coordinators, ESOL Compliance, **School Counselors and SAFE Coordinators**

2017-2018 Streamlined Evaluation Model for Non-Classroom Instructional Personnel
Learning Map



This condensed Learning Map will be used during the 2017-2018 school year, as OCPS begins to transition to the *Marzano Focused Teacher Evaluation Model*. This streamlined, targeted resource serves as a way to bridge the 2014 Marzano Teacher Evaluation Model to the Focused Teacher Evaluation Model.

MEMORANDUM OF UNDERSTANDING #10
Moving School Counselors and SAFE Coordinators to
Non-Classroom Learning Map
Evaluation Manual – Appendix B
October 20, 2020

DATED: October 20, 2020

For School Board of Orange County, Florida:

James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association:

Wendy L. Doromal
President

MEMORANDUM OF
UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA AND
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION

This Memorandum of Understanding is made on this 20th day of October 2020, by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA).

PURPOSE:

The purpose of this Memorandum of Understanding is to clarify the roles of Instructional Personnel* as they relate to Rule 6A-1.094121 Mental and Emotional Health Education.

WHEREAS, Rule 6A-1.094121 establishes Mental and Emotional Health Education for grades 6-12.

WHEREAS, Rule 6A-1.094121 provides that:

> "School districts must annually provide a minimum of five (5) hours of instruction to students in grades 6-12 related to youth mental health awareness and assistance, including suicide prevention and the impacts of substance abuse."

WHEREAS, Rule 6A-1.094121 also provides that:

> "By December 1 of each year, each school district must submit an implementation plan to the commissioner at MentalHealthEducation@fldoe.org and post the plan on the school district website. The implementation plan must include:
> (a) The specific courses in which instruction will be delivered for each grade level;
> (b) The professional qualifications of the person delivering instruction; and
> (c) A description of the materials and resources utilized to deliver instruction."

NOW, THEREFORE, it is agreed as follows:

1. Mental and Emotional Health education shall be provided through virtual modules developed by qualified Mental Health professionals.

2. The five hours of instruction required by Rule 6A-1.094121 will be provided on five separate days in one-hour increments. Classroom instructional personnel will not be required to supplement the provided content. Student generated written work will be solely for the student's own benefit and

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.

is not to be collected by the staff for purposes of review. These sessions will be conducted in the months of October, November, January, February and March.

3. The curriculum to be used for Mental and Emotional Health education will be reviewed by the OCCTA bargaining team for the purposes of providing input and feedback for consideration.

4. To offset the time required to be spent in preparation for Mental and Emotional Health instruction, High School teachers who deliver the session will be released with students on the day of their presentation and the Friday following their presentation. Middle school teachers will arrive at 9:00 AM-on the day of their presentation and the Friday following their presentation.

5. The parties acknowledge the Letter of Understanding dated February 27, 2020, regarding Teacher Observation During Presentation of Five (5) Hour Mental Health Curriculum, remains in effect through June 30, 2021.

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the Mental and Emotional Health Education. As such, this MOU does not establish a precedent beyond the time period set forth herein.

This MOU expires June 30, 2021.

Dated this 30th day of October 2020

For School Board of Orange County, Florida

James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association

Wendy L. Doromal
President

* In the Glossary of the Collective Bargaining Agreement, "Teacher" is defined as "A certified employee of the bargaining unit" and covers all instructional personnel.

MEMORANDUM OF UNDERSTANDING #12
Salary Increases for 2020-2021 School Year
November 17, 2020

This Memorandum of Understanding is made on this 17th day of November 2020, by and between the School Board of Orange County, Florida (SBOC) and the Orange County Classroom Teachers Association ("OCCTA"), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding bargaining unit salary increases for the 2020-2021 School Year.

Duration:

This memorandum shall commence effective from the date of ratification.

Scope:

WHEREAS, the parties came to an agreement regarding distributions of the Teacher Salary Increase Allocation Funds, as memorialized in the CBA and consistent with the requirements of HB 641 and Section 1011.62(18)(b), Florida Statutes, as follows:

1. Full-time members of the bargaining unit with a base salary of less than $47,500, will receive an increase to their base salary to $47,500.
2. Half-time members of the bargaining unit with a base salary of less than $23,750, will receive an increase to their base salary to $23,750.
3. All members of the bargaining unit, whose increase is less than 1.27 percent (1.27%) as outlined in 1 and 2 above, will receive an increase of the difference up to 1.27 percent (1.27%). No one will receive an increase less than 1.27 percent (1.27%).
4. All members of the bargaining unit, who did not receive an increase as outlined in 1 and 2 above, will receive an increase of 1.27 percent (1.27%).

WHEREAS, for the 2020-21 School Year, the above distributions for Prekindergarten teachers not funded by the Florida Education Finance Program will be funded by the Early Learning Childcare Provider Eligibility Grant. Beginning with the 2021-22 school year, the above distributions for Prekindergarten teachers not funded by the Florida Education Finance Program will be funded through recurring, unrestricted revenues from the State, or if necessary, reductions to the operational budget.

MEMORANDUM OF UNDERSTANDING #12
Salary Increases for 2020-2021 School Year
November 17, 2020

NOW, THEREFORE, it is further agreed as follows:

1. All members of the bargaining unit whose percentage increase is less than any salary increase received by any other OCPS employee for the 2020-2021 School Year will receive an additional increase of the percentage difference. This provision excludes promotional increases within OCPS and any other increases due to an internal position change.

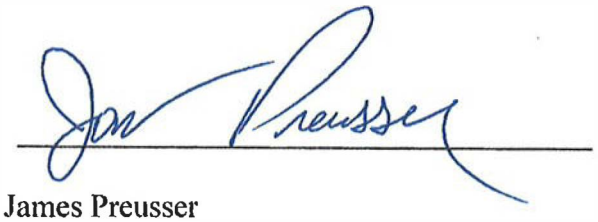
2. If the State provides an increase to OCPS funding for the 2020-2021 School Year, the parties will meet for the purpose of negotiating additional salary increases.

ACKNOWLEDGEMENT, SIGNATURES AND DATES:

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

This represents the full and complete understanding of the parties as it relates to the subjects herein. As such, this MOU does not establish a precedent beyond the time period set forth herein.

For School Board of Orange County, Florida



James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association



Wendy L. Doromal
President

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AND
THE ORANGE COUNTY CLASSROOM TEACHERS ASSOCIATION

This Memorandum of Understanding (MOU) is made on this 8th day of December 2020 by and between the School Board of Orange County, Florida (District) and the Orange County Classroom Teachers Association (OCCTA). This Memorandum of Understanding relates to safely reopening schools for the 2020-21 School Year.

The parties mutually agree as follows:

The COVID-19 Health and Safety Procedures Manual version 11.0 (effective November 6, 2020) is hereby adopted and incorporated to this MOU as if fully set forth herein. In the event of a conflict between this Memorandum of Understanding and the COVID-19 Health and Safety Procedures Manual, this Memorandum of Understanding shall prevail. The parties understand the COVID-19 Health and Safety Procedures Manual may be amended as needed for legitimate operational needs by the School Board. The OCCTA will be given prior notice for a meet and confer opportunity. The OCCTA will have ten (10) days for input prior to any amendment to the Health and Safety Procedures Manual through the contractual Joint Safety Committee, established in the CBA, Article II, M(6)(b)(2).

Health and Safety

1. The procedures contained herein apply to all OCPS facilities wherein bargaining unit employees work and shall be implemented in accordance with Center for Disease Control and Prevention ("CDC") guidelines, including any updates, unless otherwise mutually agreed by the parties in writing. The District will also consider the recommendations of local health officials and industry guidance and best practices as appropriate to Florida and Orange County, to the extent they do not conflict with the CDC. Notwithstanding the foregoing, to the extent the CDC guidelines conflict with the Emergency Order issued by the Commissioner of Education, any Executive Order issued by the Governor of Florida, or any law, rule or regulation of the State of Florida, SDOC is not required to follow CDC guidelines. Nothing herein shall act as a waiver of any of OCCTA's rights, including but not limited to filing a legal action against the State to challenge such Emergency Order, Executive Order, or law, rule or regulation of the State of Florida.

2. In accordance with CDC guidelines, the District shall limit nonessential school site and classroom visitors, volunteers, and activities involving external groups or organizations as possible. The frequency of walkthroughs will be limited and no more than two persons will be allowed to conduct a walkthrough at any given time. Any school or classroom visitors or volunteers who are deemed essential, including for walkthroughs, must comply with all other safety protocols, including those established by this MOU.

3. The District will update emergency plans and contact lists. and establish procedures for students and staff who have come to school with COVID-19 symptoms, or who have tested

positive for COVID-19, including but not limited to the following:

a. Implementing training for teachers to identify, and procedures to address, students who appear symptomatic, including clear guidelines for nurses.

b. Establishing procedures to separate symptomatic and/or COVID-19 positive individuals from the school population. Each school shall expand school clinic capabilities with triage and have at least one separate isolation room that can be used to isolate symptomatic and/or COVID- 19 positive individual. Schools with medically fragile students should provide an additional room for students to receive services.

c. Ensuring symptomatic and/or COVID-19 positive individuals are sent home as soon as possible and developing a parent or guardian communication and pick up plan.

d. Informing OCCTA and all employees at the worksite whenever a student, employee, or visitor at a worksite has tested positive for COVID-19, OCCTA will be provided with a weekly update of these worksites. The OCPS "dashboard" "may be utilized for this purpose provided the OCPS immediately updates allincidents.

e. Following CDC guidelines on how to disinfect the portions and/or all of building as necessary if someone is symptomatic and/or COVID-19 positive.

f. Closing out areas used by the person who is symptomatic and/or COVID-19 positive.

g. Identification and contact tracing in accordance with CDC guidelines and in conjunction with the Florida Department of Health in Orange County.

h. Preparing for targeted school closures where necessary.

i. If there has been a confirmed COVID-19 case at a school, the District shall dismiss the room or building of students and most staff for an initial consultation with local health officials as recommended by the Florida Department of Education which recognized that this allows time for the local health officials to gain a better understanding of the COVID-19 situation impacting the school. This also allows the local health officials to help the school determine appropriate next steps, including whether an extended dismissal duration is needed.

Said procedures will be developed in accordance with CDC guidelines and in collaboration with local health officials and OCCTA.

4. Employees who are at increased and/or high risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members may indicate a preference for a LaunchED@Home assignment to teach or conduct work-related duties at home to the extent student demand allows such instruction to be completed at home. If such assignment is not available because of a lack of student demand the District will work to accommodate those employees at their school site to minimize exposure to the extent feasible. The employee shall return to their same worksite and position if available.

5. The District will grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find employment while on leave for this COVID -19 pandemic period during the school year 2020- 2021 only upon the approval of the Superintendent. The Superintendent will approve or deny the request to work while on leave within two (2) weeks of the request being submitted.

6. Symptomatic and/or COVID-19 positive employees and students, and/or those who have had direct contact with someone with COVID-19 will be required to stay at home. Said Employees who have tested positive for COVID-19 or have had direct contact with someone with COVID-19 will be placed on medical relief of duty if they cannot work remotely. The parties understand the current CDC recommendations and the SDOC's standards enunciated in the Health and Safety Procedures manual should be the same.

7. If an employee is sent home due to COVID-19 related illness, he/she will be placed on Medical Relief of Duty up to fourteen (14) calendar days. Employees may also be eligible for paid Emergency Sick Leave or Emergency FMLA under the Federal Families First Coronavirus Response Act (FFCRA-HR 6201). Once employees have exhausted all available leave and/or federal benefits, he/she may use personal, sick, or unpaid leave, and then employees must use unpaid leave.

8. The District will follow Department of Education (DOE) guidelines for waivers related to making up lost instructional days and time related to COVID-19. Any change to the calendar and/or workday will be negotiated with the Union.

9. The District shall not ask or require any bargaining unit employees to sign any waiver agreement(s) requiring the employee to waive any rights, hold the District harmless, or to agree to free the District of any liability associated with contracting COVID-19 at work.

10. Any and all meetings including, but not limited to, faculty meetings, PLCs, team meetings, pre-planning meetings, IEP meetings, Meet the Teacher, and Open House will be held virtually where legal and possible. Provided, parents may request face to face meeting if possible. Virtual meetings may be recorded. Any other administrator communication will be conducted via email.

11. The District will ensure adequate equipment and supplies are provided to support hygiene practices, use of Personal Protective Equipment, and sanitation. There must be proper and sufficient supply and equitable distribution of face coverings, gloves, disinfectant wipes and/or cleaner, hand sanitizer with at least 60% alcohol, soap, paper towels, tissues, physical barriers to the extent necessary when other Personal Protective Equipment cannot be used, handwashing and sanitizing stations, and sanitizing materials that will not damage sensitive equipment (e.g. instruments and books). Teachers and schools will have access to said supplies and equipment as needed. Bargaining unit employees are not required to clean or sanitize classrooms; however, these supplies will be available for their use.

The District will ensure that bargaining unit employees whose job description requires increased interaction with students (e.g. elective teachers, nurses, social workers, psychologists, counselors, employees who may be required to implement student restraints, and employees who work with younger students, ESE students, and students with physical conditions) are provided with supplies and equipment commensurate with their exposure level including face shields, physical/plexiglass barriers, masks, gloves, and additional supplies as needed.

Teachers will be permitted to wear scrubs or casual clothing. Nurses and ESE teachers including those who work in self-contained classrooms will be provided with protective gowns upon request.

The District will provide face shields for Deans, Psychologists, Social Workers, Counselors, and Staffing Specialists. Social Workers, Psychologists, Counselors, and Deans shall not be required to meet face-to-face in their office with more than one student if 6 feet physical distancing cannot be maintained. The District and local administration will coordinate other facilities for use. Otherwise, the District will provide plexiglass barriers in their offices in the event that a student meeting must be conducted.

12. Bargaining unit employees, including Social Workers, will not be required to conduct home visits, which could put their health and safety at risk, unless home visits have a legitimate operational need. Home visits will be made utilizing all protective measures.

13. Bargaining unit employees, including Social Workers, Psychologists, Counselors, Deans, Behavioral Specialists, and Staffing Specialists may conduct and participate in IEP meetings, 504 plans, and parent-teacher conferences virtually or by conference call, where feasible.

14. Pursuant to CDC guidelines, face coverings should be worn by staff and students (particularly older students) as feasible, and are most essential in times when physical distancing is difficult.

Individuals should be frequently reminded not to touch the covering and to wash their hands frequently. Information should be provided to staff, students, and students' families on proper use, removal, and washing of face coverings.

High-Risk teachers and those in situations where students are not wearing masks or 6 feet physical distancing cannot be achieved will be provided with KN95 masks. Complaints or inquiries will be processed pursuant to the Joint Safety Committee. Article II, Section M (6)(b)(2)

15. Pursuant to CDC guidelines, the District will "develop a schedule for increased, routine cleaning and disinfection" and will "clean and disinfect frequently touched surfaces (e.g. playground equipment, door handles, sink handles, drinking fountains) within the school and on school buses at least daily or between use as much as possible. Use of shared objects (e.g. gym or physical education equipment, art supplies, toys, games) should be limited when possible, or cleaned between use." Any shared objects that were used shall be left in a designated bin to be sanitized daily. A checklist stating what was cleaned in each classroom will be attached to the classroom door daily.

16. Teachers will be allowed to have air purifiers in their classrooms or offices.

17. As recommended by the CDC, the District will "provide physical guides, such as tape on floors or sidewalks and signs on walls, to ensure that staff and children remain at least 6 feet apart in lines and at other times." The District will require each school to establish protocols to facilitate compliance with CDC guidelines of physical distancing while traveling through the building, including during transitions between classes. This may include, but is not limited to, signage and physical markings, additional time for class changes, increased monitoring and security, and limited and/or staggered transitions. Signage should be consistent and uniform across the District.

18. All class sizes (including VPK, electives and special area classes) will comply with CDC and State guidelines and will be in a manner that will facilitate physical distancing. Classrooms and workspaces must be reconfigured and space seating must be at least 3 to 6 feet apart, as possible, to comply with the same.

19. [intentionally left blank]

20. In order to avoid congregation of employees upon arrival and departure from the worksite, to check in and out, the District will provide an electronic check in/out sheet.

21. The District will encourage and communicate health and safety practices to parents, students, and employees. District-wide hygiene practices, social distancing, and other safety protocols will be taught to students and embedded in daily routines. Daily schedules, including class transitions, must include time for every student and employee to implement adequate hygiene practices and social distancing. The parties acknowledge some special needs students or teachers may need accommodation.

22. Employees may, but will not be required to, enforce student adherence to hygiene practices, social distancing, and other safety protocols. Employees shall not be disciplined or held responsible when students refuse to follow instructions to practice safety protocols unless the employee is grossly negligent and takes no actions to correct the noncompliance. Teachers will also not be held responsible for any adverse consequences of face coverings; COVID-19 cases traced to their classroom; or curriculum requirements that cannot be followed due to social distancing requirements or class closures.

23. School administrators will promptly take action to correct any student non-compliance with health and safety protocols of which they have been made aware to protect the safety of all students and staff.

24. The District will cover the cost of COVID-19 testing and COVID-19 associated medical costs for those employees who are not yet eligible for insurance coverage with the District.

Training

25. The District will provide sufficient training for employees on proper safety protocols; how to use safety equipment and supplies safely and properly; how to de-escalate situations in which students refuse to follow protocols; and how to handle situations unique to COVID-19 such as reporting and dealing with suspected cases, privacy rights, identifying and addressing emotional stressors, student engagement, and attendance. All training will be completed by no later than the first day in which the employee is required to implement it.

26. The District shall provide meaningful training, guidance, and instructional materials.

27. District professional development will be made available online to assist staff in completion of requirements for recertification.

LaunchED @Home

28. Employees and students who are engaging in LaunchED@Home will follow the schedule provided by the school which shall include a duty-free lunch and planning time and will not exceed the duty day.

29. Teachers engaging in LaunchED@Home will be available on screen for students throughout the entire duration of each class, but the parties acknowledge teachers may be subject to personal needs, other drills or situations beyond a teacher's control.

30. Regular attendance and grading policies will be followed while engaging in LaunchED@Home.

31. The District will ensure that employees who are engaging in LaunchED@Home have access to internet, computers with working microphone and video capabilities, digital materials, cloud or other storage, as well as instructional platforms to conduct their work. Any teacher in need of equipment to teach through the LaunchED platform will contact their administrator and it will be provided in a timely manner.

32. The District will provide employees with learning platforms to conduct LaunchED@Home.

33. Employees who are engaging in LaunchED@Home will be given the option of conducting it from a classroom.

34. Cameras for live streaming will be available for teachers. Cameras will not be installed in the classrooms, offices, or room, or areas used by bargaining unit employees for concerted activities. Teachers will have control over the activation and deactivation of cameras.

Live steaming and cameras will only be permitted during the 2020-2021 School Year.

35. If video cameras are used in classrooms to provide live or recorded instruction:

a. Teachers must be trained on the proper usage of equipment.
b. The District will ensure the security of the data and how it is stored.
c. The District will ensure student and personal privacy including, but not limited to, FERPA prior to the first day of the usage of such audio/visual devices.
d. Teachers must be notified of which students in their classrooms have signed applicable consent forms and the District will ensure that policies and procedures for dealing with students whose parents have not provided consent are followed.
e. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by gross negligence of the employee.
f. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
g. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom upon the installation of such devices.

36. Teachers may record their own lessons at their discretion.

37. Teachers will inform their worksite Administrator if they are sick or absent and will put in leave in the Employee Self-Service (ESS) portal.

38. Video content will not be used by the District for any purpose or exhibited in any other context without the written permission of the teacher. In no circumstances will video recordings of teachers be made or used as part of any evaluation without the advance knowledge and written consent of the employee.

39. When disciplinary action is being considered, recommended action will be based on totality of the evidence, rather than the video recording(s) in isolation.

40. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's Code of Student Conduct.

41.[intentionally left blank]

42. Employees shall not be disciplined or held responsible for damage to District equipment related to LaunchED platform, unless the equipment is damaged due to the gross negligence and/or an intentional act of the employee; functionality of technology or if connectivity is interrupted or otherwise insufficient to facilitate LaunchED@Home; privacy issues; oversight or supervision of children at home; or improper use of technology by parents or student. While teaching under the LaunchED platform, the teacher will be responsible to report abuse, neglect, or abandonment under the requirements of Management Directive A-4. It is understood that employees who will be providing LaunchED@Home may have inadvertent lesson interruptions or distractions, such as background noise or conversations from others. Employees shall not be disciplined or held responsible in any way for actions of others that might be witnessed or heard by students.

43. If a parent brings forth a charge or civil suit against a teacher over lessons, materials, discussion and/or matters that arise from LaunchED@Home, the District will provide an attorney who will represent the teacher to the extent the teacher was acting within the course and scope of his/her employment.

Workload

44. Preferably, Teachers will not be required to perform both on-campus face-to-face and LaunchED@Home simultaneously. As requested by CTA, SDOC will continue to give first consideration for LaunchEd@Home positions at their worksite for teachers who are at increased and/or high-risk for serious complications from COVID-19, as established by the CDC, or are caring for increased and/or high-risk household members. The parties acknowledge the external circumstances and the changing preferences of parents must be considered.

45. Employees will be notified of their work times, schedule, and location, whether in the building or remote, with ample time to plan and carry out their responsibilities.

46. The duty day, including time for planning, grading, and student instructions, shall not exceed contract hours.

47. In the event a bargaining unit employee is required to stay home for the reasons outlined in Paragraph 7 of this MOU, and is unable to work remotely, no other bargaining unit employee will be asked or required to fulfill that employee's work responsibilities or assignments to the extent feasible.

48. [intentionally left blank]

49. [intentionally left blank]

50. In accordance with Article VII, Section A of the CBA, teachers will have the freedom to implement the adopted curriculum. The parties agree to adhere to the lesson plan settlement. For those teachers working from home, lesson plans shall be submitted electronically within three (3) duty days of the request as stated in the lesson plan settlement.

51. Bargaining unit employees will not be required to perform duties or responsibilities outside of their job description or historically assigned duties.

52. Classroom teachers will not be required to supervise students between periods. The time will be used to prepare for the next group of students.

Evaluations

53. [intentionally left blank]

54. [intentionally left blank]

55. [intentionally left blank]

56. If the State prohibits District evaluations to be submitted as outlined in Paragraph 3 of this section, then the parties will meet prior to the first day of pre-planning, or as soon thereafter as the prohibition becomes known, to agree on training and temporary modifications to the evaluation system suitable for the 2020-2021 School Year.

Electives

57. Supply lists, developed in collaboration with teachers, will be sent to parents so students have the necessary materials to engage in elective from homes.

58. Student performances, concerts, rehearsals, and art shows will continue in a manner that complies with CDC guidelines on physical distancing (e.g. staggered performances, reducing

cast size, distanced seating, and virtual streaming) and the District will make available the appropriate platforms to share performances with high quality audio and video.

Terms and Conditions:

The parties agree to further establish, in writing, best practices and mechanisms to monitor and enforce established safety protocols, and to revisit the subjects addressed herein, as necessitated by parent, student, and employee feedback; Center for Disease Control and Prevention updates; recommendations from local health authorities; changes in the law; changes of the course or severity of the Pandemic; and the evolving needs of parents, students, and employees. Subsequent agreements and understandings germane to the reopening of schools will be incorporated herein, and the OCCTA will utilize the Joint Safety Committee to recommend or establish best practices and mechanisms to monitor and enforce safety protocols or to revisit the subjects addressed herein.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the Collective Bargaining Agreement remain in full effect and in the event of a conflict between this Memorandum of Understanding and the Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail unless mutually agreed by the parties in writing.

This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties.

Duration:

This Memorandum shall commence effective from the date of Board approval and shall sunset on June 30, 2021, unless otherwise mutually agreed to by the parties in writing.

Executed on this 8th day of December 2020.

For School Board of Orange County, Florida

James Preusser
Senior Executive Director, Human Resources

For Orange County Classroom Teachers Association

Wendy L. Doromal
President

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.

Arbitration - The fourth and final step of the grievance procedure conducted before an arbitrator.

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

Assignment to a School - Teacher appears on school's staffing report and is observed and evaluated by the administrators at the school.

Assistance Plus Schools - Schools receiving a state assigned letter grade of 'F' for more than once during a four year period.

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.

By Lot - By lot shall be defined as any means of random selection with the purpose of breaking a tie where all other factors are the same. Example: two teachers may have the same seniority date and one teacher must be moved because of district-wide student enrollment re-calculation. All other factors being the same, the tie may be broken by drawing straws, drawing names or personnel numbers from a bowl, etc.

CBLT - An acronym for Collaborative Bargaining Leadership Team. It is comprised of an equal number of representatives and members from both the Classroom Teachers Association and the District's management team who are charged with the responsibility of negotiating, on behalf of both parties, the working contract for teachers.

Committees of the CBLT - CBLT committees field issues and concerns from the CBLT. The committees research the issues, collect background data and propose possible language and report back to the CBLT. See Article IV.M.1.

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. After two years, at the request of the employee, a directive shall be appended with a notice that recency has expired.

District-wide Enrollment Recalculation - The process by which the district selects a certain time at the beginning of the school year (usually 10-15 student days after the beginning of a school year) to count the number of students actually enrolled and in attendance at each school. The actual student count is then compared with the anticipated student count to determine if staff allocations need to be adjusted. Teachers at schools with student enrollments less than projected are relocated to schools with student enrollments greater than projected. Teachers are relocated based on seniority. Where the seniority dates are the same, the following sequence shall apply: contract type, degree, selection by lot.

Domestic Partner - A domestic partner must be age 18 or over, of the same sex, and shall not be blood related. The length of the required joint financial responsibility and co-habitation is twelve (12) months. The length of co-habitation is waived for first time domestic partner applicants; however, no domestic partner may be covered within twelve (12) months of another domestic partner being covered.

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.

Grievance - A dispute involving a violation, misinterpretation or misapplication of a provision(s) of the contract.

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.

Mediation – A process of resolving a dispute which may be utilized prior to an arbitration hearing to resolve a grievance.

Memorandum of Understanding (MOU) - A legal agreement between all parties on a common issue that does not substantially change salaries or benefits which takes immediate effect until the Contract ratification vote, mutual withdrawal, or until the expiration of the Contract. (See Article II.J)

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.

Preparations - Preparations are subjects as they are listed in the course code directory.

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.

Primary Contract - The agreement between the District and the individual teacher that outlines the number of duty days per year, states the beginning and ending dates of the work year, states the annual salary and lists the type of contract a teacher has with respect to their certification status and type of position filled (temporary, annual, continuing, professional service.) A teacher's annual salary is based upon the primary contract. See Article VII.B. and C , Article XV.A. and Article XVI.D.

Resource Teacher - Any non-classroom teacher unit providing support services to classroom based teachers.

Retirement - Early Retirement:

FRS Pension Plan Members: If you are vested and have not reached your normal retirement date, you may elect to take early retirement. If you do, the amount of your benefit will be reduced by 5 percent for each year between your age at retirement and your normal retirement age. FS 121.021 (30)

FRS Investment Plan Members: Employees that are at least age 59 1/2 with six years of creditable service or at least 30 years of creditable service, regardless of age.

Retirement - Normal Retirement:

FRS Pension Plan Members: Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age that apply for and receive distributions. F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

FRS Investment Plan Members: Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age and eligible to receive distribution. F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

Retirement - Vesting: The guarantee that a member is eligible to receive a future retirement benefit upon completion of the required years of creditable service for the employee's class of membership, even though the member may have terminated covered employment before reaching normal or early retirement date. (pension plan six years or investment plan one year for regular class) F.S. 121.021 (45) (a)

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.

Tentative Agreement (TA) - An agreement reached between the parties on language on an issue that will eventually be a part of the ratification vote for the Contract.

OCPS EEO Non-Discrimination Statement

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, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The School Board also provides equal access to the Boy Scouts and other designated youth groups. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities.

The following persons have been designated to handle inquiries regarding the non-discrimination policies, reports of alleged violations, concerns about compliance and/or the grievance procedure(s), etc.:

Equal Employment Opportunity (EEO) Officer and Title IX:
Keshara Cowans – Staff Attorney II
Office of Legal Services
Ronald Blocker Educational Leadership Center
445 W. Amelia St. Orlando, FL 32801
(407) 317-3411

ADA Coordinator:
Michael D. Graf – ADA Compliance Officer
Office of Legal Services
Ronald Blocker Educational Leadership Center
445 W. Amelia St. Orlando, FL 32801
(407) 250-6248

Section 504:
Tajuana Lee-Wenze – Director
ESE Procedures/Compliance
Ronald Blocker Educational Leadership Center
445 W. Amelia St. Orlando, FL 32801
(407) 317-3279