Orange County, Florida School Board and Orange County Classroom Teachers Association, Inc. (1985)

Location
Orange Co., FL

Effective Date
9-4-1985

Expiration Date
6-30-1987

Number of Workers
5000

Employer
School Board of Orange County, Florida

Union
Orange County Classroom Teachers Association, Inc.

NAICS
61

Sector
Local government

Item ID
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Comments
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CONTRACT
BETWEEN THE
SCHOOL BOARD
OF
ORANGE COUNTY, FLORIDA
AND THE
ORANGE COUNTY
CLASSROOM TEACHERS
ASSOCIATION, INC.

SEPTEMBER 4, 1985 - JUNE 30, 1987

1986-87
EDITION
CONTRACT
BETWEEN
THE SCHOOL BOARD
OF ORANGE COUNTY, FLORIDA
AND
THE ORANGE COUNTY
CLASSROOM TEACHERS ASSOCIATION, INC.

PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 19TH DAY OF
AUGUST, 1986, BY AND BETWEEN THE SCHOOL BOARD
OF ORANGE COUNTY, FLORIDA, HEREINAFTER CALLED
"THE BOARD" AND THE ORANGE COUNTY CLASSROOM
TEACHERS ASSOCIATION, INC., HEREINAFTER CALLED
THE "ASSOCIATION".
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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 Part II, Chapter 447, Florida Statutes for all certified non-administrative personnel as defined herein, whether under contract or 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 Part II, 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, Certificate Number 27, CERTIFICATION OF REPRESENTATION FOLLOWING ELECTION AND ORDER TO NEGOTIATE issued by the Florida Public Employees Relations Commission on the twenty-first day of May, 1975, to wit:

1. INCLUDED: All certified non-administrative personnel including the following: teachers, teachers-county-wide, 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, physical therapists.

2. EXCLUDED: All other positions of the Orange County Public Schools are excluded.

3. 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 at the current address of the party to be notified or by hand delivery to a designated representative of the party. Any change of address shall be communicated in writing to the other party.

ARTICLE II
NEGOTIATIONS PROCEDURES

A. Except as stated below, both parties may select up to two (2) articles for negotiations each year of this agreement. Any items previously imposed by the Board, the calendar, salary and fringe benefits shall be automatically reopened each year. The parties agree to exchange these proposals by April 15 and to enter into negotiations by May 1,
or at a mutually agreed upon time. The parties may mutually agree to negotiate other items.

In the calendar year in which this Contract expires, the parties agree to exchange proposals for a successor Contract by March 15 and to enter into negotiations in accordance with the procedures set forth herein and as found in Chapter 447 of the Florida Statutes by April 1, or at a mutually agreed upon time. The total Contract negotiated shall be reduced to writing and signed by the Board and the Association.

B. If the negotiations described in this section 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. Either party may utilize the services of outside consultants to assist in negotiations provided 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. During the term of this Contract, except as otherwise provided herein, neither party will be required to negotiate with respect to any such matter whether or not covered by this Contract.

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 the 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 (2) official signed copies of any final Contract. One (1) copy shall be retained by the Board and one (1) copy retained by the Association. The Board and the Association agree to share the cost of printing 7,200 copies of this Contract and any amendments hereto in a format and at a cost which are mutually agreed upon. The printing shall occur within thirty (30) days after ratification by both parties, unless an extension of time is mutually agreed upon. The Association shall be provided with 6,500 copies of this printing for distribution to all members of the bargaining unit and to new teachers throughout the school year.

H. If bargaining meetings between the Board and the Association are mutually scheduled during the teacher duty day, members of the Association’s bargaining team shall be relieved of their regular duties. For such meetings the Board shall provide substitutes for up to nine
(9) members of the Association’s team. Subject to the approval of the principal, members of the Association’s bargaining team shall be permitted to leave at the end of the regular student day for bargaining preparation meetings.

1. The parties agree that their representatives shall reduce tentative agreements to writing and that such agreements shall be submitted for ratification to the members of the bargaining unit and to the Board. Failure to ratify those tentative agreements submitted for approval shall make agreement on those tentative agreements null and void. If tentative agreements are rejected by either party, negotiations on those matters shall resume.

   1. If in the course of negotiations impasse is reached, the parties shall submit all tentative agreements reached prior to and during mediation for ratification prior to the beginning of the Special Master proceeding. Other items upon which tentative agreement has not been reached shall continue through the procedures as described in this Article.

   2. If tentative agreements are reached during or after the Special Master proceeding, such agreements shall be submitted for ratification prior to the beginning of the Public Hearing. If tentative agreements are reached on issues submitted to the Special Master and are not ratified by either party, those issues shall go to Public Hearing along with other items upon which no agreement was reached.

ARTICLE III

GRIEVANCE PROCEDURE

A. A grievance shall be defined as a dispute involving the interpretation or application of a provision(s) of this Contract. The grievance procedure set forth below shall be used for the settlement of said disputes.

B. General Provisions:

   1. A party to the grievance shall be granted a three (3) duty day extension at any point in the processing of the grievance, provided that party notifies the other party, in writing, unless waived, three (3) duty days prior to the date that the time period for the step would elapse. The time limits prescribed herein may be extended by mutual agreement of the parties.

   2. Whenever illness or other incapacity of a party to the 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 (10) duty days.

   3. If at any step in the grievance procedure, not 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 appear to the next step within the prescribed time limits, his right to proceed with his grievance shall be waived.
4. For the purpose of processing an unresolved grievance at the end of post-planning, a duty day shall be defined as a day that the central administrative office is officially open for business.

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

6. All grievance meetings, including arbitration hearings, shall be held during the teacher duty day, unless the parties to such meetings mutually agree to hold such meetings at a time other than the teacher duty day.

7. Nothing in this Article shall be construed to prevent any member of the bargaining unit from presenting at any time his own grievance, in person or by legal counsel, to his public employer, and having such grievance adjusted without the intervention of the bargaining agent, 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.

8. 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 Association or the grievant.

9. 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.

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

11. 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, he shall waive the right to pursue that particular issue through the grievance procedure.

12. The Board shall assure the grievant and witnesses freedom from restraint, interference, coercion, discrimination or reprisal in the processing of any grievance.

13. 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.

14. 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.

15. If a grievance arises as the result of a condition which the immediate supervisor is without jurisdiction to resolve, the grievance shall be filed at Step 3 after informal discussions with a representative of Employee Relations, and shall proceed through the grievance procedure from Step 3 forward.
16. Each written step in the grievance procedure shall be filed on a standard form as set forth in the appendices of this Contract, which is incorporated into and hereby made a part of this Contract.

17. The Association shall develop a grievance numbering system and shall inform the Assistant to the Superintendent for Employee Relations of the grievance number, school and grievant’s name when the written grievance is filed on the official grievance form.

18. 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.

C. Informal Action - Step 1
If a member of the bargaining unit feels he has a grievance, he shall first discuss the matter in good faith with his immediate supervisor in an effort to resolve the problem informally. This informal action shall take place within twenty (20) duty days after the grievant knew, or should have known, of the incident which is the basis of the grievance. In this informal action, the grievant shall verbally advise his supervisor of the particular section of the Contract alleged to have been violated. The immediate supervisor will respond verbally within six (6) duty days after the informal meeting.

D. Formal Procedure
1. Step 2
If the informal action does not resolve the grievance satisfactorily, the grievant shall have the right to lodge a written grievance with his immediate supervisor within six (6) duty days following the verbal response of the supervisor. If such grievance is not lodged within six (6) duty days following conclusion of the informal action above, the right to proceed with the grievance procedure for this incident is waived. The written grievance shall be on a standard form as contained in the appendices to this Contract and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific section of the Contract which is allegedly violated. A copy of the grievance shall be filed by the grievant with the Association. A response shall be made by the immediate supervisor, in writing, within six (6) duty days after the receipt of said grievance by the immediate supervisor. Copies shall be sent by the immediate supervisor to the Superintendent and the Association.

2. Step 3
If the grievant is not satisfied with the disposition of the grievance at Step 2, he may appeal the grievance on the same form to the Superintendent or his designee. Such appeal shall be made within six (6) duty days after the receipt of the decision by the immediate supervisor at Step 2. At the request of either party, the Superintendent or his designee shall meet with the grievant and his representative, or the grievance representative, within six (6)
duty days. The Superintendent or his designee shall indicate the disposition of the grievance within six (6) duty days of such a meeting, if held, or within six (6) duty days of the date of appeal, and shall furnish a copy thereof to the grievant and the Association. At this step either party may introduce or present evidence to substantiate his position in the matter.

3. **Step 4**

If the Association is not satisfied with the decision rendered after the review in Step 3 by the Superintendent or his designee, the grievance may be submitted for arbitration. The Association shall, within twenty (20) duty days after receipt of the decision of the Superintendent or his designee, notify the Superintendent of its intent to submit the grievance to arbitration.

**E. Arbitration Provisions**

1. If the Association elects to submit the grievance to arbitration, it shall, with ten (10) days of its notice to the Superintendent, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are specially qualified to hear public sector grievances, from which the parties shall select an arbitrator by the alternate striking method or other mutually agreeable method.

2. If for some reason the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a new panel of seven (7) arbitrators from which an arbitrator will be selected in the same manner. This shall not preclude the parties from jointly selecting an arbitrator not listed on the panel.

3. All arbitration proceedings shall be conducted under and governed by the appropriate rules of the Federal Mediation and Conciliation Service.

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 parties may, by mutual agreement, elect to submit statements and proofs to the arbitrator in lieu of an oral hearing.

8. The parties anticipate that the arbitrator will issue his decision in a timely manner from the day of the close of the hearing or from the date that post-hearing briefs are submitted.

9. The arbitrator’s decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.
F. Power of the Arbitrator

1. An arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this collective bargaining Contract.

2. 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. He shall have no power to rule on an alleged violation, misinterpretation, or misapplication of School Board Policy provided said violation, misinterpretation, or misapplication was not also a violation, misinterpretation or misapplication of this Contract.

ARTICLE IV
ASSOCIATION RIGHTS

A. Use of Facilities

1. The Association’s building unit may be permitted the use of its school’s facilities for the purpose of conducting professional meetings. Such meetings shall be arranged in advance with the principal of the school in the manner in which such meetings are usually arranged and permission shall not be unreasonably denied.

2. The Association, with the worksite supervisor’s consent, shall be permitted to use the school buildings for the purpose of holding Association meetings which include teachers other than those on that school staff, provided that the Association bears the actual cost of such meetings.

3. The Superintendent, or his designee, and the Association president, or his designee, will meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.

4. Upon conclusion of any faculty meeting, the Association faculty representative shall be given the opportunity to make announcements relating to official business of the Association, or the Association president or his designee may make announcements in lieu of the faculty representative. Continued attendance by teachers for these announcements shall be voluntary.

5. The Association faculty representative shall be entitled to hold Association meetings before, during, and after the teacher duty day; except during student contact time or during a period of assigned duty. The total of such meetings shall not exceed one (1) hour per month during the teacher duty day.

B. Access

The president of the Association, or his designee, shall be allowed to visit work locations to confer with teachers and to investigate grievances under the following provisions:
1. The president or his designee shall check into the school office upon arrival and shall upon departure check out through the school office.

2. The number of designees may not exceed six (6) on any one given day or three (3) in any one work location at any one time unless with prior approval of the principal. When a PERC sanctioned representation challenge occurs, the challenging organization shall be granted no greater rights than the Association.

3. The principal, work location supervisor, or acting administrator will facilitate the visit by assigning a reasonable place for the Association representative to confer with teachers.

4. Visits with the teacher or group of teachers shall be permitted except during student contact time or during a period of assigned duty.

5. If so desired, the Association president or his designee(s) will have his presence announced by posting a notice on the teacher bulletin board or announced over the intercom system during non-student hours with an indication of the place that the Association president or his designee(s) will be available. The announcement may be made by the principal or the faculty representative.

C. Communications

1. The Association shall have the exclusive right to bulletin board space of at least nine (9) square feet but not more than twelve (12) square feet in area, for the purpose of posting the following materials:

   - Recreational and social affairs of the Association
   - Association meetings
   - Association elections
   - Reports of Association committees
   - Association benefit programs
   - Current Association Contract
   - Training and educational opportunities

   a. If the teaching staff exceeds fifty (50) teachers, the Association may, at its own expense, provide an additional bulletin board subject to the provisions contained in this Article.

   b. The Employee Relations Department shall receive a copy of all materials to be posted county-wide. The school principal shall receive a copy of all other materials to be posted by the Association faculty representative.

   c. The bulletin board space shall be for the exclusive use of the Association. It shall be located in an area mutually determined by the principal and the Association faculty representative.

2. The Association shall be permitted use of the teacher mailboxes.

3. The Association shall be permitted the exclusive use of the inter-school mail service for communication with members of the
bargaining unit, provided that the Association shall not use the inter-school mail service to send out material 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, however, send out one flyer on behalf of each candidate for Association office.

4. The Association office shall be placed on an inter-school mailing service route for daily pickup and delivery of Association communications subject to the normal rules which apply to other work locations which shall include the provision for at least one (1) bulk mailing per week.

D. Association Leave

1. The Board agrees to release the duly elected president of the Association from his regular duties to serve as CTA president for the term of his presidency and to serve as fiscal agent for the payment of his salary, fringe benefits, and fixed charges, provided the Association reimburses the Board one hundred percent (100%) of any and all sums paid to or on behalf of said Association president. The Association president shall not earn sick leave or annual leave, nor be covered by the Board Workers' Compensation Insurance during said term. The Association president shall be given credit on the salary schedule for the year(s) served as president, and district-wide seniority shall accrue while serving as Association president. The Association president may transfer the unused sick leave days accrued 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 (1) day of sick leave may be transferred for each day accrued upon return to Orange County, up to a maximum of twelve (12) days per year.

2. The Association shall be granted up to sixty (60) days of leave per fiscal year for use by its members. No one teacher may use more than five (5) of the above days per fiscal year. Additional leave shall be at the discretion of the Superintendent. If requested, the Association shall reimburse the Board for substitutes other than permanent substitutes, if said substitutes are required.

3. The Association faculty representatives and the Association 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.

E. Information

1. The Association will continue to be provided with copies of the Board agenda and packets upon publication and copies of all Board periodicals (i.e., Objectives, Orange Peal, etc.). The Association shall be provided with an official copy of School Board policies, including any policy revision adopted by the Board.

2. Upon request the Board shall provide the Association with a
listing containing the names, by work location, of all teachers new to the Orange County School System.

3. The Association, per its specifications, shall be provided at no cost three (3) sets of computer printouts per school year of all members of the bargaining unit provided that release of such information is legal at the time of the request. Subsequent printouts shall be provided at cost.

4. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with an appropriate staff member present. Copies of said materials shall be provided to the Association by the Board at cost if requested.

ARTICLE V

DUES DEDUCTION

A. Process

The Board shall deduct Association dues and uniform assessments from the salaries of those teachers who authorize the deduction of same in writing, pursuant to the following:

1. Authorization forms shall be personally signed by each teacher requesting dues deduction.

2. All authorization forms must be submitted by the Association to the Administrator of 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 1/20 of the appropriate annual dues in each of the regular paychecks issued after enrollment.

5. In no event shall a deduction be made from the pay of a teacher for any payroll period in which the teacher'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 a teacher shall continue from year to year, unless the teacher revokes his authorization.

7. A teacher, upon thirty (30) days written notice to the Board and to the Association, may revoke his authorization for dues deduction. Dues deduction will not be cancelled until a standardized form authorizing such cancellation is completed and submitted to the Payroll Office. Forms shall be available from the Association or the Payroll Office.

B. General Provisions

1. Any change in the amount of dues subject to payroll deduction for membership in the Association shall be certified to the payroll administrator no later than 20 days prior to effective date of change.

2. Dues collected through the payroll deduction method shall be transmitted to the Association as follows:
   a. Dues collected on the last day of the month and the 8th of the next month shall be transmitted on the 8th.
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on a bulletin board at the Administrative Center a list of positions to be filled during the summer vacation period and send a copy to the Association.

E. An individual who desires to apply for an administrative vacancy shall submit his application, in writing, to the Superintendent or his designee as shown on the job description.

F. The Board shall notify each applicant of the disposition of his application in writing. Upon request, the name of the person hired shall be provided to the applicant.

G. If an administrative vacancy occurs, transfers may be made within the management team to fill the administrative vacancy without advertising. After transfers are complete, then any remaining positions shall be declared vacant and advertised as above. Should a new administrative position be authorized, it may be filled by a member of the management team without advertising, and any remaining positions shall be declared vacant and advertised. Nothing contained herein shall preclude the Superintendent from recommending appointments to his Staff (Assistant to the Superintendent and up) without the necessity of advertising the position.

ARTICLE X

ASSESSMENT PROCEDURE

A. Both parties agree that the Superintendent is charged by law to establish procedures for assessing the performance of duties and responsibilities of all instructional personnel.

B. The overall purpose of assessment shall be to improve the quality of instruction in compliance with the mandates of State Regulations regarding the assessment of the performance of instructional personnel.

C. General provisions regarding observations and assessments shall be in accordance with the following provisions:

1. Each school year all teachers shall be provided with copies of the forms and procedures to be used in their observation and assessment within their first ten (10) duty days. These forms and procedures will be formally reviewed with all teachers within their first ten (10) duty days. Prior to the formal observation each teacher will be advised as to who will observe his classroom performance. No formal observation or assessment will take place until the above provisions have been fulfilled.

2. The assessment of a teacher's performance is the responsibility of the principal or his designee, or the teacher's immediate supervisor. Teachers shall not be required or permitted to participate in the assessment or evaluation of other teachers. An evaluator shall not be precluded from utilizing records of student progress toward instructional goals based on student ability.

3. Any formal observation or assessment of a teacher will be recorded on the Observation Report or Assessment Report as set forth in the Appendices to this Contract which are incorporated into and hereby made a part of this Contract.
4. Each annual contract teacher on duty prior to the close of the first nine (9) weeks of school shall be formally observed at least twice prior to annual assessment. Annual contract teachers reporting to duty after that time shall be formally observed one or more times prior to assessment. The first observation period shall be between September 10 and the close of the first semester or its equivalent. The second observation period shall be between the end of the Winter break and March 15. The annual assessment shall be made prior to recommendation by the principal concerning reappointment, but no later than April 1.

5. Each teacher on a continuing contract or professional service contract of a continuing nature shall be formally observed at least once unless mutually waived, and assessed once yearly prior to May 1.

6. If matters arise which will result in a “Needs Improvement” on the teacher’s Assessment Report, the principal or his designee shall formally discuss, within a reasonable time, these concerns with the teacher prior to the assessment. Included within the discussion shall be specific recommendations for changes. This discussion could occur during an Observation conference. If the teacher within five (5) duty days of the formal discussion makes a written request that the formal discussion be reduced to writing, the principal shall do so within five (5) duty days of receipt of the request. The teacher shall acknowledge receipt of the concern by initialling the letter and receiving a copy. Initially the letter in no way implies agreement with the contents but does acknowledge receipt of the letter. The teacher will be given an opportunity to respond, as provided in Article XI.

7. In unusual circumstances such as the extended illness of a teacher or the evaluator the time limits specified below for completing or responding to an Observation Report(s) and an Assessment Report may be extended. This shall not be construed as extending the time for notice of non-reappointment.

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

1. Observation of a teacher’s class by persons other than School Board members, or administrative/supervisory personnel, shall be allowed only after permission has been granted by the principal. The observation shall be scheduled at a mutually agreeable time between the observer and the teacher.

2. A teacher shall be employed for at least sixteen (16) student contact days before any formal observation.

3. If the performance of a teacher holding a continuing contract or a professional service contract of a continuing nature is deemed satisfactory by the principal, the teacher and principal may mutually agree to waive the necessity of a formal classroom observation. All major areas of responsibility on the teacher’s
Assessment Report relating to classroom performance shall be marked satisfactory.

4. A teacher may request a change in the date or time of a formal observation. A teacher may request an additional observation, and this may be arranged by mutual agreement with the principal.

5. Each formal observation of a teacher shall be followed by a conference held between the teacher and evaluator; this shall be held within ten (10) duty days of the formal observation, except by mutual agreement. Each teacher will be provided a completed copy of the Observation Report for each formal observation and will have ten (10) duty days to respond, in writing, to the Report. The written response shall be a part of the Observation Report. The Observation Report must be signed by the teacher; however, the signature does not necessarily imply agreement with the observation. The Observation Report(s) shall be utilized in preparing the final Assessment Report. Related observations, if completed within five (5) duty days, may be combined in one Observation Report.

E. The assessment of a teacher’s performance shall be made in accordance with the following provisions:

1. Electronic monitoring for the purpose of assessment shall not be permitted.

2. The completion of the Assessment Report must be preceded by at least one (1) classroom observation and completion of appropriate Observation Report(s) unless waived.

3. Each teacher shall be provided a copy of his Assessment Report. A conference shall be held between the teacher and evaluator within ten (10) duty days of the assessment. The conference may be waived and the time may be extended by mutual agreement. Each teacher will have ten (10) duty days to respond in writing to the Report, except as specified above. The written response shall be a part of the Assessment Report. Except as provided below, the Report must be signed by the teacher; however, signature does not necessarily imply agreement with the assessment.

4. In unusual circumstances such as the extended illness of a teacher, the need for a conference shall be waived. A copy of the Assessment Report shall be mailed to the teacher with a notation on the Report indicating the reason that no conference was held.

5. A copy of each teacher’s Assessment Report shall be maintained in the Personnel Department.

F. No peer teacher shall perform a Summative Evaluation required by the Beginning Teacher Program. Summative Evaluations shall be the sole responsibility of the principal or immediate supervisor of the beginning teacher.

G. The Beginning Teacher Program observations and evaluations made by the principal and the work location supervisor or his designee and observations made by a peer teacher or other professional shall not be a part of the assessment procedure as outlined in Article
X. It shall not be considered a contractual violation for the principal or work location supervisor or his designee to combine an observation for purposes of the Beginning Teacher Program with an observation for assessment purposes so long as the result is separately reported/documented. In no case shall a final Summative Evaluation for the Beginning Teacher Program be combined with either observation or final assessment as defined in Article X. Formative observations shall be a part of the beginning teacher portfolio.

Performance as a peer teacher shall not negatively impact the assessment of said teacher.

H. Evaluation for purposes of state merit pay shall not negatively impact the district assessment of said teacher.

ARTICLE XI
PERSONNEL RECORDS

A. Personnel File
A personnel file shall be maintained for each teacher. All files maintained on teachers shall be confidential, except as provided herein or by Florida Statutes.

A teacher’s health and physical fitness certificate will be considered an official part of his personnel file but will be maintained in a separate file.

B. School Files
A school principal, or a teacher’s immediate supervisor, may maintain work location files on teachers as needed. These files shall be considered confidential except as access may be provided by this Article, or by law. If a teacher transfers to a new work location, only official Orange County School System records shall be transferred to the new worksite.

C. Access to Files
1. To the extent permitted by law, the personnel file of each teacher shall be open to inspection only by the School Board, the Superintendent, the principal, the teacher himself and such other persons as the teacher or the Superintendent may authorize in writing. A reasonable effort shall be made to notify the affected teacher prior to the review of his file by persons not employed by the school system. All inspections shall be documented.

2. A teacher shall have the right to examine the contents of his personnel file, which is maintained at the Administrative Center, at a reasonable time in the presence of a Personnel Department staff member. All references originating outside the District on the basis of confidentiality for initial employment shall not be available for inspection by the teacher. By written authorization, the teacher may permit any designated person to examine his file. A teacher may request that a representative accompany him when the file is being reviewed by the teacher.

3. A teacher, upon request, shall have the right to meet with the
principal or immediate supervisor for the purpose of examining the contents of any work location file which may be maintained on the teacher.

D. Copies
Teachers shall have the right to receive a copy of any file documents at no cost to the employee.

E. Assessment forms and letters of reprimand and/or complaints shall not be placed in a teacher’s personnel or school file unless the teacher has had the opportunity to review such material by affixing his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. A teacher may, within twenty (20) duty days after receipt of such material, file a statement of reaction which shall be attached to the material. No anonymous items shall be placed in the file.

F. At the request of the teacher, material of a derogatory nature may be removed from his file after two years, and returned to the teacher, provided there has not been a more recent incident of a similar complaint.

G. A separate portfolio will be maintained on each beginning teacher at the work location to which the beginning teacher is assigned. All materials contained in this portfolio shall be confidential except as access is provided by law. A beginning teacher may review the contents of this portfolio upon request. Once a beginning teacher has completed the program, the file shall be transferred to the Office of Staff Development. The portfolio shall not be a part of the permanent personnel file of the beginning teacher nor shall it be utilized by any principal or work location supervisor for purposes of evaluation or job references. Upon request, the beginning teacher will be provided copies of any or all documents included in the portfolio.

ARTICLE XII
TEACHER DISCIPLINE AND DISMISSAL

A. General Provisions
1. Any teacher may be suspended or dismissed at any time during the school year provided that the charges against him must be based on immorality, misconduct in office, incompetency, gross insubordination, willful neglect of duty, drunkenness, or conviction of any crime involving moral turpitude in accordance with Florida Statutes, Chapter 231.36.

2. Discipline shall only be imposed for 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 teacher. This shall not be construed so as to prohibit the principal from questioning a teacher and/or offering reasonable direction at the time of the occurrence of any incidents which might later be dealt with in a disciplinary manner.

3. Teachers shall not be required or permitted to discipline other teachers.
4. Teachers shall be entitled to representation in any meeting with the administration when the employee reasonably feels that discipline may result.

5. On matters that may result in discipline, the teacher may choose not to make a statement or explain his perception of the facts. This shall not be construed as an admission of guilt.

6. The Superintendent may also suggest that the affected teacher enroll in the Employee Assistance Program.

7. In the event the teacher cannot be reached during any period of time when the teacher is not required to be on duty, no disciplinary action shall be initiated until he is required to be on duty, or he has received actual notification or a reasonable attempt at notification of the proposed action has been made. Notice by certified mail at the last known address of the teacher shall be considered a reasonable attempt.

8. When any State agency is contacted by the administration pursuant to this Article, the affected teacher and the Association shall be notified.

B. Reprimands

1. Oral Reprimands
   If the decision to impose discipline is to issue an oral reprimand, the reprimand shall be given in private and shall be done in a formal discussion.

2. Written Reprimands
   a. Prior to imposing a written reprimand, a conference shall be held during which the teacher shall be informed of what the misconduct or other basis of potential discipline is; who the witnesses are and other sources of information upon which the potential discipline is being based; what the witnesses said and what other sources of information indicate which are the basis for potential discipline; and what form of discipline is being considered.
   b. The affected teacher may explain his perception of the facts and may name any witnesses or other sources of information that might provide information concerning the basis for the potential discipline.
   c. If the affected teacher names additional sources of information, including witnesses, those sources of information shall be consulted or interviewed prior to making a determination to issue a written reprimand.
   d. If a written reprimand is being given to the teacher, it shall be issued within ten (10) duty days of the initial conference unless witnesses named by the teacher are unavailable.
   e. A teacher may, within twenty (20) duty days after receipt of a letter of reprimand, file a statement of reaction which shall be attached to the reprimand and remain in the teacher’s file as long as the letter of reprimand remains.
   f. A written reprimand shall not serve as prima facie evidence of
the facts alleged therein in any later hearing, where a suspen-
sion or dismissal of the teacher is recommended.
g. Any written reprimand shall contain the statement that the
letter shall be removed from the teacher’s file if there are no
similar problems for a specified period of time which shall not
exceed two (2) years.

C. Dismissal

1. Preliminary Procedures
   a. The following procedures shall be used prior to the filing of
      any formal written charges against a teacher for immorality,
      misconduct in office, gross insubordination, willful neglect of
duty, drunkenness, or conviction of any crime involving
moral turpitude:
      (1) The Superintendent shall direct a fair and objective inves-
tigation of the alleged misconduct or other basis for poten-
tial action.
      (2) The affected teacher shall be informed of the circumstan-
tces leading to the investigation and shall be informed that
he is not required to make a written or oral statement if he
chooses not to do so.
      (3) During the course of the investigation and prior to a
decision to file formal charges, the Superintendent or his
designee may relieve a teacher from duty, provided that
he shall notify the teacher and the Association of his
action in writing, and the reasons for taking action. Relief
of duty shall be with pay.
   b. The following procedures shall be used prior to the filing of
formal written charges against a teacher for incompetency:
      (1) The teacher shall be notified of alleged 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 the alleged
deficiencies may lead to dismissal. Such notice shall be in
writing and shall be preceded by a conference or conferen-
ces to discuss the alleged deficiencies, recommendations
for improvement, and assistance available in an effort to
effect improvement.
      (2) Further explanation of alleged deficiencies and suggested
corrections shall be provided to the teacher in a confer-
ence or conferences, the first of which shall be held within
three (3) working weeks of the written notice. Following
said conference(s), the teacher shall be provided a written
statement of specific recommendations and assistance
available for each major area of alleged deficiency.
      (3) Reasonable assistance shall be offered and provided in
order to assist the teacher in correcting deficiencies.
      (4) A reasonable period of time not less than three (3) teach-
ing months from the written statement required in b.(2)
above shall be provided for correction of deficiencies. The
time period shall be specified in writing but may be extended by mutual consent.

(5) At the end of the time period provided, the Superintendent or his designee shall direct a formal evaluation of the teacher's performance. The teacher shall be notified at least one (1) week prior to the evaluation.

(6) In extreme cases, the Superintendent or his designee may direct an immediate formal evaluation of an annual contract teacher provided, however, that he shall notify the teacher in writing of the reasons for his action, and provide a reasonable opportunity to discuss the basis for the action with the teacher 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.

(7) A minimum of one (1) observation and a minimum of one (1) annual assessment shall be required. Other assistance, remediation, or evaluations may be provided.

(8) The Superintendent may require a physical and/or psychological or psychiatric examination at the expense of the Board. Prior to requiring such examination, the Superintendent or his designee shall meet with the teacher and explain the basis for requiring such an examination. If the Superintendent or his designee determines that an examination will be required, he shall notify the teacher in writing of the requirement. At all times, the choice from among state licensed physicians and psychiatrists shall be made by the teacher from a list provided by the Board. The teacher shall have the right to seek an additional opinion or judgement from among state licensed physicians or psychiatrists at the teacher's choosing and at the teacher's cost.

(9) The examination above may be waived and the Superintendent or his designee may rely upon the attending physician's assessment of the teacher's condition in extreme cases where incapacity is so severe as to render the examination without benefit or use. The Association shall be so informed and shall be provided an opportunity for representation prior to any further action in the matter.

2. Post Investigation Review

a. Upon completion of the investigation, if a basis for action appears to exist, the Superintendent or his designee shall schedule a conference with the teacher and shall explain to the teacher, or the teacher's representative if the teacher is incapacitated, what the misconduct or other basis for potential action is, who the witnesses are and other sources of information upon which the potential action is being based as they are known at the time of the conference. What the witnesses said
and what other sources of information indicated which are the basis for the potential action, what charges and recommendations he is considering, and what contractual and statutory procedures will be followed if charges are filed.

b. Following the explanation by the Superintendent or his designee, the teacher may explain his perception of the facts with respect to the allegations within a reasonable period of time. He may explain or identify other sources of information including witnesses that may provide information concerning the allegations. The Superintendent or his designee shall then determine if further investigation is necessary or if formal written charges will be filed without further investigation and shall so notify the teacher of his decision.

3. **Filing of Formal Charges**

   a. At least one (1) week prior to the time that formal charges will be brought to the Board, the affected teacher and the Association shall be notified in writing of the charges, the Superintendent’s recommendation to the Board, and the time that said charges will be brought to the Board. This time frame can be mutually waived by the Superintendent or his designee and the teacher or his representative.

   b. The Superintendent shall bring the charges before the Board at the next regular meeting.

   c. Upon receipt of formal written charges and a recommendation to dismiss, the Board may act on the recommendation. If the decision is to proceed, the Board may suspend the teacher with or without pay pending a speedy resolution of the charges. The Board shall continue to provide insurance benefits to the teacher.

   d. Should the Board elect to suspend a teacher in accordance with the preceding section, the first forty-five (45) duty days of suspension following Board action shall be without pay unless the Board has requested an extension or has determined that the entire suspension shall be with pay.

   e. If a hearing is requested, it shall be conducted in accordance with Florida Statutes Chapter 120 which is the Administrative Procedure Act.

   f. If charges are not sustained, the teacher shall be immediately reinstated; his back salary shall be paid; and he shall be deemed to have been an employee during the period of suspension for purposes of employee benefits.

   g. Final action on a recommendation to dismiss a teacher or to fix terms under which a teacher may be returned to duty requires an affirmative vote of the majority of the Board. Appeal of the decision of the Board shall be as provided by law.

D. A teacher holding a professional service contract of a continuing
nature may be placed on probationary status or terminated following proper standards, including just cause, and procedures as set forth in Florida Statutes.

ARTICLE XIII
REDUCTION IN FORCE

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

B. Lay-off

If a reduction in force becomes necessary, the Board shall determine the subject areas in secondary schools and the positions in elementary schools in which reductions will be made and the number of positions affected. The Association shall be notified of such determinations.

1. District-wide seniority and the certification of a teacher on the date of official Board action to reduce staff shall be the factors utilized in the lay-off procedures.

2. The lay-off of teachers shall be carried out on a district-wide basis using the following sequence:
   a. district-wide attrition
   b. temporary contract
   c. temporary certificate
   d. contractual status
      (1) annual contract
      (2) continuing contract including professional services contract
   e. least district-wide seniority
   f. degree status (priority given to higher degree)
   g. random selection (by lot)

3. If a teacher is teaching on a temporary basis out of the area of his certification when a reduction in force occurs, his status shall be determined by the area of his certification.

4. If an affected teacher has certification in two or more teaching areas, he will designate which teaching area will be the determiner of certification for purpose of reduction in force.

C. In the event a recall of teachers occurs, the following procedures shall be followed:

1. The Board shall determine the subject areas in secondary schools and the positions in elementary schools in which recall will be made and the number of teachers to be recalled.

2. No teacher shall be hired in a laid-off teacher’s subject area or at the elementary level until all eligible, certified laid-off teachers have been recalled or have declined or failed to accept recall. No new teachers shall be hired in a subject area or at the elementary
level before teachers who are laid-off from other areas and who may be qualified because of certification have been offered the position and have declined or failed to accept the position.

3. Continuing contract teachers shall be recalled first in inverse order of lay-off. Annual contract teachers who have received a favorable recommendation from their principals shall then be recalled. Annual contract teachers with the longest district-wide seniority shall be recalled first. When district-wide seniority is the same, the annual contract teacher with the highest level certificate shall be recalled first. When district-wide seniority and certification are the same, a random selection list containing names of teachers with equal status shall be prepared to determine the order of recall.

4. Each teacher shall notify the District, in writing, of an address to which a letter of recall may be sent. The recall letter shall be by certified mail, return receipt requested. Within fifteen (15) calendar days of mailing the letter of recall, a teacher shall notify the District, in writing, whether he will accept reemployment. Failure to respond to the letter of recall within the time limit automatically terminates the teacher's right to recall.

5. Upon reemployment, all credit for salary, fringe benefits and seniority shall be restored.

6. Any teacher who has been laid-off shall remain on an eligibility for recall list for a period of three (3) years from the date of lay-off. At the close of that time period, the teacher shall not be eligible for preferential treatment as assured by this Article.

D. The foregoing procedures shall be implemented in compliance with any court-required ratio.

ARTICLE XIV

ACADEMIC FREEDOM

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 principal or immediate supervisor has the right and obligation to question, consult, and direct whenever necessary.

B. A teacher may express his own opinions in regard to political, social and religious issues, provided that the total presentation is essentially balanced and fair. He shall not use his professional contacts with students to impose upon them his personal convictions or those of any other individual or group.

C. Teachers shall be responsible for determining students' grades and promotions pursuant to school and district-wide policies. When feasible, any administrative change in a grade or promotion shall not be made without prior consultation with the teacher. If such a change is necessary, the administrator responsible for directing the change shall initial the change on the student's permanent record.
ARTICLE XV
PUBLICATION AND CREATION OF MATERIAL

A. Publication
A teacher is encouraged to contribute professional articles and news items to local, state, and national agencies or organizations.

B. Innovations
The Board recognizes that a teacher may develop patentable or copyrightable educational materials.
1. Title to patents of educational innovations developed on school time or utilizing school supplies are equally the property of the Board and the teacher.
2. Educational innovations and/or materials created by a teacher during non-duty hours and utilizing his own supplies are the property of the teacher, 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 a teacher's contractual obligations to develop such materials are the property of the Board.

C. Projects
Any materials developed during working hours or utilizing school supplies for use in the school program, are equally the property of the Board and the teacher, but clear title shall vest in the Board if the teacher, for any reason, terminates his employment. A teacher changing work locations within the county may retain physical possession of such materials.

ARTICLE XVI
TEACHER DUTY DAY

A. Except as otherwise provided in this Contract, the teacher duty day shall be seven (7) hours and thirty (30) minutes including a duty free lunch, or 37 1/2 hours per week total. A 30-minute flexible time block may be considered by each worksite supervisor after consultation with the faculty advisory committee. The 30-minute extension shall be compensated within the same work week. There shall be a minimum of a five (5) work day notification when the flexible schedule is to be utilized. The extension shall be used only for required meetings and shall be on a specific day.
1. When an emergency situation arises which could not be anticipated in advance, an extended duty assignment beyond the regular duty day may be made. When such an assignment becomes necessary, volunteers shall be utilized first. When no volunteers are available, priority consideration shall be given to teachers' personal commitments which cannot be re-scheduled. The teacher assigned on said extended duty shall be allowed to take an equal amount of compensatory time during non-student contact time to be taken within ten (10) duty days or at a time mutually agreeable to the teacher and the principal.
2. When a personal emergency occurs such that a teacher must either arrive late or leave school early, and thus cannot fulfill a seven and one-half (7½) hour day, the teacher must make up lost time within ten (10) duty days except that when the absence requires use of a substitute teacher (other than the permanent substitute), the teacher shall be charged with appropriate leave. When a medical, legal or dental appointment involving the teacher or a member of his immediate family, or when a school-related conference involving the teacher's dependent is required that cannot be scheduled outside the teacher duty-day, a teacher shall be allowed to leave at the end of the regular student day. A teacher must make up time lost within ten (10) duty days. In anticipation of the scheduled appointment, a teacher may make up time in advance.

3. On days preceding paid holidays, on county-wide election days, or preceding non-paid holidays (winter, spring, etc.), the teachers' duty day shall end at the close of the students' day. If the day preceding the paid holiday, county-wide election day, non-paid holiday (winter, spring, etc.) is a non-student contact day, the teachers' duty day shall be six (6) hours and thirty (30) minutes of continuous time, including a duty free lunch. On county-wide election days, teachers whose duty day usually begins forty-five (45) minutes or more before the student day who wish to vote before the duty day begins, may opt for reporting to work fifteen (15) minutes before the student day.

4. On days when a teacher is attending in-service or college classes and is in need of reasonable commuting time in order to arrive on time for the activity, the teacher may leave at the close of the student day provided arrangements to accommodate duty or other school activities have been made and approved by the principal.

B. Teachers shall check (✓) in and out upon arrival and departure from their worksite on a standard form agreed to by the parties.

C. A teacher, other than an itinerant teacher, who is required to leave his worksite in the performance of his assigned duties, shall leave with his immediate supervisor a daily itinerary, so that the teacher can be reached throughout the duty day. An itinerant teacher shall provide a weekly schedule to the principal of each school he serves during the week.

D. The Board agrees that teachers may, with the approval of the principal, 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.

E. A teacher may leave the worksite, upon receiving permission, during his planning time and duty-free lunch. Itinerant teachers and coopera-
tive education teachers may leave their worksite as authorized. No reasonable request shall be denied.

F. No teacher shall be assigned more than three (3) hours of continuous student contact time.

G. The teaching load in elementary schools for all teachers shall not exceed 1550 minutes of student contact time per week, including supervision. In the event supervision of students during the teacher duty day (before and after the student day) is required because there is no teacher receiving the extra-duty supplement, or because the teacher receiving the supplement for such duty is absent, or because inclement weather, assignments shall be rotated on an equitable basis and such supervision shall not count toward student contact time. The teacher so assigned shall be given an equal amount of time off during non-student contact time within five (5) duty days or at a time mutually agreeable between the teacher and the principal. Assigned supervision within the total student contact time shall be rotated on an equitable basis.

Both parties agree with the concept of open media center scheduling in the elementary schools. During the 1986-87 school year, the Board will convene a committee made up of five elementary media specialists, three of which shall be selected by the Association, three elementary school based administrators, and one district administrator. The committee will study and make recommendations about how to implement the open media center concept in all elementary schools. The report will be provided to the Association by March 15, 1987.

H. The teaching load in the secondary schools shall not exceed 1,500 minutes of student contact per week. If the seven-period day is maintained, assignments to teaching periods in the senior high schools shall not exceed 1,250 of the 1,500 minutes of student contact per week unless written permission is provided by the Deputy Superintendent for Instruction. Written permission shall only be granted for extenuating circumstances such as block courses. A copy shall be sent to the Association. Assignments to a supervised study hall or non-compensated extra-curricular or co-curricular activity during school hours shall be considered a teaching period. The homeroom period and passing time shall not be considered as student contact time, provided that homeroom time shall not exceed 10 minutes per day or 30 minutes per week, whichever is greater. If the homeroom period is extended beyond those limits, then the excess shall be deducted from student contact time. Assigned supervision within the 1,500 minutes shall be rotated on an equitable basis.

I. The teaching load in vocational schools shall not exceed six hours of instruction per day except as otherwise provided in this Contract.

J. The Board agrees that scheduling changes shall be held to a minimum as required by instructional program, limitations in facilities or changes in student request for course offerings as determined by the
principal. Under normal circumstances any changes for these reasons will be discussed with the affected teacher prior to the change.

K. In developing schedules for elementary special area teachers, the principal shall seek advice from special area and other teachers as to appropriate schedules. At the end of each school year, each teacher may submit scheduling preferences for elementary special area teachers.

L. Junior and senior high school teachers shall not be required to teach more than two (2) subject areas.

M. Changing of duty stations for secondary teachers shall be kept to a minimum. Affected teachers shall be given the opportunity to present feasible alternatives to the principal for his consideration prior to the scheduled change.

N. The Board agrees to provide substitute teachers for art, music, and P.E. teachers and media specialists. No full-time teacher shall be used as a substitute for another teacher except in cases of emergency or unforeseen circumstances.

O. Class Size

1. The Board accepts the responsibility to provide the best learning environment possible for all students attending the Orange County Public Schools as determined to be economically feasible and responsible. It is also recognized that many inseparable factors such as student and teacher characteristics, instructional purposes, and instructional strategies and methods affect learning, and that effective instruction and learning can occur in different size student groups.

2. 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. However, teacher allocations shall be based upon the assumption that smaller classes are more critical to the teaching and learning processes in the primary grades, K-3. Nothing herein shall be interpreted as prohibiting very small classes of independent study or very large classes when the subject matter and the capacity of the learning area are appropriate for such large group instruction. Furthermore, nothing herein shall be interpreted as prohibiting the organization of individual classes, regardless of their total sizes, into smaller learning groups or into combinations of larger learning groups with other classes if such sizes of groups are determined to be the most appropriate learning arrangements to meet different instructional needs.

3. The Board shall establish appropriate guidelines and policy which shall include at least the following provisions:
   a. If an individual teacher feels a class(es) has an excessive number of students or the teaching load is excessive, he may
request a meeting with the principal who will discuss the issue with the teacher and attempt to resolve it.

b. If the matter cannot be resolved within two (2) weeks at the school level, it shall be referred by the principal to the Deputy Superintendent for Instruction or his designee who will within two (2) weeks assess the situation and make a recommendation which, in his judgment, best serves the interest of the school system. Said recommendation will be made to the teacher and will state the reasons.

c. During the months of October and February, agents of the Board shall review reported class loads and shall investigate instances where such loads exceed adopted guidelines. Based upon their investigation, they shall take appropriate action in accordance with this section of the Contract. The results of said review and any actions taken shall be provided to the Association.

4. The final decision on adjustment of class size for an individual teacher shall remain solely the prerogative of the deputy superintendent for instruction or his designee.

P. Lunch Periods

1. The teacher shall have a daily duty-free lunch period of at least twenty-five (25) minutes during scheduled days of instruction.

2. On non-student contact days, teachers shall have a duty-free lunch time of one (1) hour and may, at their discretion, leave their worksite.

3. On student contact days, in work locations where there is no lunchroom or in job assignments which permit flexible lunch scheduling, a teacher may be given approximately one (1) hour for lunch by mutual agreement with his immediate supervisor. If this occurs, the work day for the teacher may be proportionately extended to provide for equity with other teachers. This shall not be construed as a violation of Section A of this article.

Q. Planning Time

1. All teachers shall have daily assigned planning time during which they shall not be responsible for students, in accordance with the following:

   a. Secondary and adult vocational teachers shall have a daily planning period equal to a student academic period but not less than fifty (50) minutes.

   b. Planning time in the secondary schools shall be contiguous.

   c. Elementary teachers shall have at least three hundred (300) minutes per week for use as planning time which shall include times during the regular workday before and after the student day and times when elementary special area teachers are conducting the class. Each elementary teacher shall have a contiguous daily planning time equal to at least thirty (30) minutes. Elementary teachers shall not be required to remain in the classroom when an elementary special area teacher is conducting a class.
d. Each high school teacher shall have his preparation period within the student day.

2. While planning time is intended for purposes of preparation, nothing herein shall preclude a teacher from using planning time for conferences with parents, administrators, or other teachers, or giving special assistance to students.

3. A teacher shall not be restricted to remain in a particular area of the school during his planning time.

4. Teachers who receive supplements for before and/or after school duty may not necessarily be guaranteed the planning time outlined above.

5. A reasonable effort will be made by the building principal to provide a specific area for planning. If a specific area cannot be located the principal shall confer with the Deputy Superintendent for Instruction or his designee within one (1) week of the initial complaint, who will within two (2) weeks assess the situation and make a recommendation. The recommendation shall be in writing with a copy to the teacher, principal, and the Association.

R. Principals will cooperate with teachers in making arrangements for a break in either the morning or afternoon. When vocational courses are taught in three (3) hour blocks and students are given a break, teachers shall be entitled to the same break. In schools where principals have not been able to facilitate breaks, teachers may utilize at least ten (10) minutes of their planning time or a reasonable amount of student passing time as a duty-free break.

S. Teachers shall attend faculty meetings as called by the principal. Any meetings called to solicit funds from teachers shall be pre-announced as to the meeting's purpose, and teacher attendance shall be voluntary. Except during pre-planning and post-planning, faculty meetings shall not exceed approximately one (1) hour per week, except for emergencies.

T. Required meetings or other required activities relating to the Beginning Teacher Program shall not infringe upon guaranteed teacher planning time or duty-free lunch of the peer teacher and of the beginning teacher. Arrangements shall be made to relieve the peer teacher and beginning teacher of student contact time or other required duties for a period equal to that utilized in the required meeting or activity relating to the Beginning Teacher Program.

ARTICLE XVII

TEACHER WORK YEAR

A. The work year for teachers on ten (10) month contracts shall consist of one hundred ninety-six (196) duty days of which one hundred eighty (180) shall include student contact.
B. The work year for teachers on eleven (11) month contract shall consist of two hundred sixteen (216) duty days.

C. The work year for teachers on twelve (12) month contract shall consist of all weekdays other than nine (9) paid holidays.

D. The total number of holidays for ten (10) and eleven (11) month teachers shall be six (6).

E. Paid holidays for teachers shall be as designated in the school calendar (Appendix F) and shall be in accordance with Sections C and D of this Article.

F. Designated representatives of the Superintendent and the Association shall meet prior to March 1 of each year to discuss a tentative school calendar which shall include pre-school and post-school planning times, paid holidays, workdays, professional days, and starting and closing dates for the school year and the summer session. If agreement is not reached, the calendar shall be subject to negotiations. The calendar developed in this manner shall be as set forth in Appendix F which is incorporated into and hereby made a part of this Contract.

G. When it becomes necessary to close a school or work location because of weather or for other reasons as deemed necessary by the Superintendent or his designee, both parties agree that the days lost shall be made up by extending the school year as determined by the Board for that school or work location, after consultation with the Association.

H. Attendance at staff development and 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.

I. There shall be no mandatory staff development or inservice during the first or final day of pre-school planning nor during post-school planning except for teachers with district-wide assignments.

J. Teachers who must prepare Individual Educational Plans (IEPs) shall be provided release time for up to three (3) student contact days per year from regular duties in order to perform duties related to said preparation, at a time mutually agreeable between the teacher and the principal. Release time shall be provided in reasonable blocks of continuous time. Additional IEPs for students shall not be required during the summer if the students have an appropriate IEP covering that period of time.

K. Any teacher transferred within the student year shall be provided at least a total of three (3) student contact days at the school sites for orientation and preparation prior to assuming responsibilities for teaching students. An elementary school teacher whose grade level assignment is changed during the student year shall be provided with at least a total of two (2) days for orientation and preparation prior to assuming responsibilities for teaching students at the new grade level.

L. **Extended Contracts and Additional Employment**

   The following procedures shall be followed in the selection of volunteers for extended contracts and additional employment:
1. The Board shall establish its program needs for summer session employment.
2. 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 the class.
3. The Board shall post in each worksite, not later than three (3) weeks before the close of the second semester a list of anticipated positions for summer school teachers, summer writing teams assignments and specially funded programs, including an estimate of the length of time involved in the beginning and ending dates.
4. Regularly employed teachers who apply and who are members of the bargaining unit shall be considered for additional employment for which they are certified (night, summer, etc.) before additional employees are hired. Such consideration first shall be given to those assigned to the worksite for the coming school year. In adult vocational centers, if a course is continued during the summer session, the teaching position(s) shall first be offered to the teacher(s) who taught that course during the regular school year and who wishes to teach the summer session. Nothing herein shall prohibit mutually acceptable agreements between teachers and a worksite supervisor to divide the work assignments in an equitable manner.
5. A teacher shall apply for summer school employment on the “Application for Extended Employment” form.
6. On or before the close of the summer session connected with the 1986-87 school year, required student records and preparation of student-related reports shall, to the extent feasible, be kept through an automated system modeled after the system in existence for the regular school year. In anticipation of standardization, the Forms Management Committee shall review forms in an attempt to simplify procedures for the 1985-86 summer session.
7. Each high school with a summer academic program will be allocated a minimum of one half-time media specialist for the summer session.

M. Nothing herein contained shall be construed to prohibit the Board from offering an extended contract to an individual teacher provided, however, that no teacher shall be required to accept an extension except as may be provided elsewhere in this Contract. Employees shall be reimbursed for any extensions at their daily rate of pay except as may be provided elsewhere in this Contract.

N. Guidance counselors and media specialists shall be notified by May 1 of the availability of five-day contract extensions for the period following post-planning. By the end of post-planning, these teachers shall be notified of the availability of five-day contract extensions for the period preceding pre-planning.

O. The Board may require an extension of up to three (3) days, contiguous to pre-planning, for ten (10) month employees to conduct prelimi-
nary screening of students as required by the PREP law (Florida Statute). Teachers shall be reimbursed at their daily rate of pay for the upcoming school year. Teachers will be notified of the dates of said contract extension no later than the last day of post-planning.

P. The Board may require up to two (2) days of district-wide orientation for teachers new to the district or returning after a break in service of five (5) or more years. The orientation session shall precede preschool planning by no more than one (1) week. Teachers required to attend shall receive a stipend of fifty dollars ($50) per day for attendance.

The Association will be provided a mutually agreeable place on the general agenda for discussion of matters not related to negotiations. The CTA may, at its option, conduct a voluntary Association meeting at the close of the first day.

Q. Beginning in 1985-86, CRTs assigned to elementary schools or special centers shall be notified by May 1 of the availability of up to twenty (20) day contract extensions during the summer months.

ARTICLE XVIII

SALARY

A. Salaries for teachers shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1, 1986.

B. Salaries paid for supplemental activities are set forth in Appendix B and Appendix J which are incorporated into, and hereby made a part of this Contract. All salary increases shall be effective beginning July 1, 1986.

C. The daily rate of pay for teachers will be determined by dividing their annual salary by the number of duty days specified in their primary contract of employment. If teachers attend workshops to be paid at the teacher’s daily rate and if the payment is in addition to the teacher’s annual salary, all teachers shall be paid at the daily rate for ten (10) month teachers. Supplements shall not be included in the daily rate calculations. Scheduled work beyond the seven and one-half (7½) hour teacher day shall be paid as set forth in Appendix G, or as otherwise specifically provided in this Contract.

D. Summer session employment shall be paid at the teacher’s daily rate of pay in effect during the contractual period immediately preceding the summer session. Variations to the normal five (5) day work week shall be as set forth in Appendix I which is incorporated into, and hereby made a part of this Contract. Supplemental salary shall not be included in calculating the daily rate of pay.

E. Method of Payment

1. The Board shall issue paychecks in equal semi-monthly installments. Ten (10) month employees shall receive their checks on the 8th and 22nd of each month. Eleven (11) and twelve (12) month teachers shall receive their checks on the 15th and the last
day of the month. If a scheduled payday is not a regular duty day, paychecks shall be issued on the last duty day prior to the scheduled payday.

2. If requested on or before the last day of pre-planning on a form provided by the Board, ten (10) month teachers shall be placed on deferred pay status. Such teachers shall receive 2/24 of their regular salary in each semi-monthly installment for ten (10) months, and their remaining salary shall be paid in one check on June 8.

3. If a teacher is due any salary payments after the last day of post-planning, the Board shall issue said check within three (3) working days and shall mail said check to the last known address, if requested by the teacher. If the Board selects a four day work week for the summer, the last check will be issued within two working days.

4. Upon request of the teacher, the Board shall provide direct deposit of each of the teacher’s paychecks, including supplemental paychecks, to the financial institution of the teacher’s choice. This provision shall be subject to mutually agreed upon regulations relating to direct deposit.

5. The Board shall issue paychecks to teachers employed for the summer on the 8th and 22nd of each month. The first check shall be issued on July 8 of each year. If a scheduled payday is not a regular duty day, paychecks shall be issued on the last duty day prior to the scheduled payday. Final payments of salaries for the normal six-week summer program will be made by August 8. Insofar as possible, equal payments will be made on July 8, July 22, and by August 8.

6. Insofar as possible and feasible supplements shall be distributed in equal monthly payments with the last paycheck the employee receives each month.

F. If termination of employment as a result of death occurs, all salary owed shall be paid to the teacher’s designated beneficiary or estate if no beneficiary has been designated.

G. A teacher shall be paid on the salary schedule, based upon degree or its equivalent, advanced preparation, and years of experience, subject to the following criteria:

1. **Credit for Teaching**
   a. Credit shall be given for teaching experience in other school systems, including college teaching, for up to fifteen (15) years of experience in Florida and up to eleven (11) years of experience out of state, not to exceed a total of fifteen (15) years. One (1) day more than the number of days constituting one-half (½) year of another state’s regular school year shall be considered as one (1) year of credit. Ninety-nine (99) days of teaching in any one (1) regular school year in Florida shall be considered as one (1) year of credit.
   b. Paid holidays shall be counted in computations which apply to credit for teaching.
c. Half-time teaching shall be combined for salary credit, i.e., two (2) one-half (½) years or two (2) half-time years equals one (1) year of experience. One-half (½) year of teaching shall be defined as at least fifty (50) but less than ninety-nine (99) days, fifty (50) of which must be continuous, in any regular school year. Any two half years to be combined for a year of salary credit must occur within a five year period.

d. Teaching experience credit shall apply to equivalent school employment, such as guidance, media specialists, and curriculum resource teachers.

e. No salary credit shall be given for substitute teaching, graduate assistantships, or private nursery school or kindergarten teaching unless kindergarten teaching is a part of an elementary school. For teachers being employed for the first time in Orange County, no salary credit shall be given for teaching for any time prior to a teacher being awarded a four-year degree. Substitute teaching as used in this section does not apply to replacement teachers who are under contract with the Board.

2. WORK EXPERIENCE
A maximum of fifteen (15) years work experience in Florida and up to eleven (11) years of out of state, excluding those years required for certification, not to exceed a total of fifteen (15) years, shall be granted for salary purposes to:

a. Those positions requiring work experience for certification
b. Social workers

3. MILITARY EXPERIENCE
If honorably discharged, including a general discharge under honorable conditions, credit for pay purposes shall be granted for up to four (4) years of active military duty in the armed forces of the United States of America.

4. A maximum of four years work experience and/or teaching experience for which a teacher is receiving retirement benefits, including military, shall be applied as years of experience for salary purposes.

5. Teachers shall be paid for zero (0) years of experience until such time as verification for experience is received by the Board. Upon verification of experience any payment of back salary shall be made at the end of the next payroll period. Any salary adjustment for experience credit shall begin with the school year in which the adjustment is made and shall be retroactive to the beginning of that school year.

6. Half-time teaching, work experience related to certification, and military experience shall be combined for salary credit, i.e., two (2) one-half (½) years or two (2) half-time years equals one (1)
year of experience. One-half (1/2) year of experience shall be defined as at least fifty (50) but less than ninety-nine (99) days, fifty (50) of which must be continuous, in any regular school year. Any two half-years to be combined for a year of salary credit must occur within a five-year period.

H. CREDIT FOR ADVANCED DEGREES

1. Advance degree credit for placement on the salary schedule shall be as provided below:
   a. The teacher applying for credit for an advanced degree will provide an official college transcript of record showing the award of the earned degree to the Personnel Department.
   b. If the transcript does not indicate the date on which the degree was awarded, the teacher will provide additional confirmation that the degree was awarded by either:
      (1) an updated transcript showing the date of the award;
      (2) a copy of an official letter from the institution indicating the date the degree was awarded; or
      (3) a copy of an official diploma from the institution indicating the date the advanced degree was awarded.
   c. It is understood that the advanced degree shall have been granted by a standard institution or shall have been properly validated as described in the State Board of Education Rules.

2. Teachers shall be paid on the salary schedule for persons with a bachelor’s degree or its equivalent until such time as an advanced degree is verified, at which time the Board shall adjust the teacher’s salary according to his degree or its equivalent. Any payment of back salary shall be made at the end of the next payroll period. Any salary adjustment for advanced degrees earned within the school year shall be retroactive to the date of completion.

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 (5) previous years. The teacher shall receive the appropriate back pay, once this is brought to the attention of the Personnel Department, at the end of the next payroll period. If a teacher has been overpaid on the salary schedule, an adjustment on the salary schedule shall be made at the end of the next payroll period, and arrangements shall be made whereby the teacher 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 a teacher knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive for the school year in which the adjustment is made.

J. JROTC

Instructors shall be paid the difference between their active duty pay and their retirement pay from the military.

K. A teacher shall be responsible for providing documentation relating
to salary credit to the Personnel Department. This shall include current or changed teaching certificates.

L. This Article shall not diminish salary credits for any currently employed teacher, teacher returning from Board-approved leave, or teacher being re-hired following a reduction in force.

M. A teacher may be retained at his existing step on the salary schedule if identifiable unsatisfactory performance exists. The following procedure shall be used:

1. The principal shall notify the teacher in writing of the specific areas where unsatisfactory performance is alleged, including specific examples. Notification shall occur prior to the beginning of the second semester.

2. A conference shall be held between the principal and the teacher within ten (10) duty days to review the alleged unsatisfactory performance.

3. A specific remediation plan, including reasonable timelines, shall then be developed by the principal. Assistance shall be given to the teacher. It is understood that this process applies only to deficiencies which if uncorrected could be job threatening.

4. Within ten (10) duty days of the development of the specific remediation plan, the teacher may request an independent review of the remediation plan and its causes by the appropriate Associate Superintendent or designee.

5. Failure to perform satisfactorily prior to May 1 may result in a recommendation for retention on the salary schedule by the principal, with concurrence of the Associate Superintendent. The Deputy Superintendent for Instruction or his designee other than a previous reviewer, shall then review all pertinent documentation and make a recommendation to the Superintendent. A copy shall be provided to the Association.

6. The Superintendent shall make a decision for retention on the salary schedule prior to June 1 and shall notify the teacher with a copy sent to the Association.

7. The teacher is entitled to Association representation throughout the procedure.

8. If a teacher is retained at his existing step for the subsequent year and demonstrates satisfactory performance he shall be advanced on the salary schedule as if a freeze had not occurred.

N. The Association agrees to negotiate the Career Ladder Program as specified in Florida Statute 231.5335 with the Board prior to March 31, 1987.

ARTICLE XIX
FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide, at no cost to the teacher, the current health insurance program or a program equal to or better than the current benefit program, including but not limited to:
a. The daily room rate allowance shall be at least one hundred and seventy-five dollars ($175).
b. The co-insurance factor shall be eighty (80) percent of the first five thousand dollars ($5,000) and one hundred (100) percent for any costs over five thousand dollars ($5,000).
c. The cost of a second or third diagnostic opinion; pre- and/or post-admission testing; out-patient surgery; birthing center costs; certified nurse midwives and licensed midwives; and Hospice treatment to $7,500 shall be provided without deductible or co-insurance costs to the teacher.
d. The total deductible on the individual policy shall be two hundred dollars ($200).
e. The Board shall provide a PSC prescription plan at a three (3) dollar charge per prescription for legend (prescription) drugs, and a reduced charge for generic drugs. This is to be effective April 1, 1987. Implementation is to be determined by the insurance committee.
f. The pre-admission review program shall be continued with a potential total deductible on the individual policy of three hundred and fifty dollars ($350) if the program guidelines are not followed.
g. A Preferred Provider Organization (PPO) Program shall be made available which waives deductible and co-insurance costs. Should circumstances beyond the control of the Board necessitate changes which impact this program, the parties shall immediately meet to attempt to mitigate the adverse impact upon the teachers.
h. Preferred Provider Organization coverage for medically necessary home health care.

2. The cost of nursery care for a newborn child during the mother’s hospital stay shall be included in the policy.

3. If a teacher and his/her spouse are both employees of the Board, the Board agrees to combine their health insurance contributions and apply same toward family coverage.

4. Family Coverage:
   a. A teacher may apply the Board’s contribution toward family coverage of health insurance available through payroll deduction.
   b. Payroll deduction shall be two times per month. Any additional cost shall be the responsibility of the teacher.
   c. The Insurance Committee shall conduct a feasibility study on tiered family benefit programs. This study shall be completed by March 1, 1987, unless mutually extended.

5. The Association shall be provided with a copy of the insurance policies.

6. Effective Date
   a. The effective date of health insurance for a teacher beginning during pre-planning and receiving a paycheck on September 22, shall be October 1.
b. The effective date for teachers beginning after pre-planning, subject to policy limitations, shall be the first duty day of the month which follows the receipt of a pay check on the 22nd of the previous month.

7. Health insurance comparable to that provided for active employees shall be made available, subject to normal limits imposed on such benefit plans, to individuals who have completed retirement. The cost of the premium shall be borne by the retired teacher. The Insurance Committee shall develop procedures under which retiring teachers may elect to forego terminal pay as specified in Section I in exchange for an equal application of such monies toward a health insurance premium. This option shall be implemented by April 1, 1987.

8. The parties agree that a voluntary Health Maintenance Organization plan or plans shall be made available, as required by Federal law, in lieu of group medical insurance. The plan or plans shall be negotiated with the Association prior to its implementation.

9. Alternative to Health Insurance
The Board agrees to provide, at no cost to the teachers, the following voluntary alternative to health insurance. The alternative, if chosen by the teacher, will replace the current health insurance program as defined in Section A above.

a. A two hundred and twenty-five dollar ($225) per day in-hospital indemnification plan and an additional ten thousand dollar ($10,000) term life insurance policy, and ten thousand dollars ($10,000) accidental death and dismemberment coverage, and the PSC prescription plan outlined above.

b. Eligibility for an alternative to health insurance shall be dependent upon having group health insurance coverage from another source.

c. A teacher may re-enroll in the health insurance program defined in Section A above, without restrictions. Re-enrollment shall be subject to the normal waiting period for new teachers unless unusual circumstances arise which would result in the teacher having no group health insurance coverage.

10. When the current health insurance benefit program is to be rebid, the Association shall have an opportunity to review the specifications prior to its being released for bid. The Insurance Committee shall review the bids prior to the time of award.

B. Life Insurance

1. The Board agrees to provide each teacher regardless of age, with a term life insurance policy equal to the annual salary of each teacher or five thousand dollars ($5,000), whichever is greater including accidental death and dismemberment coverage (extended contracts and supplements not included). Cost of this insurance will be paid by the Board.
2. In the event a beneficiary has not been designated by the insured, the Board shall pay the benefits under the policy to the estate of the deceased.

3. The Association shall be provided with a copy of the insurance policy.

C. All teachers shall be covered by Worker's Compensation Insurance, except as excluded by Article IV.

D. The Board agrees to provide teachers with the use of payroll deduction for obtaining long-term disability and additional life insurance, however, the total cost of the premium shall be borne by the teacher. Additional life insurance coverage shall be available in the amounts of:
   1. $10,000 or $20,000 and,
   2. $60,000 decreasing term life insurance.

E. Expenses
   1. A teacher assigned to more than one (1) worksite shall have one (1) worksite assigned as his base school, and shall be reimbursed for all mileage excluding the round trip mileage from his home to his base school. Reimbursement shall be at the maximum rate allowed by Florida law.
   2. A vocational teacher who is authorized and required to use his automobile shall be reimbursed at the maximum rate permitted by Florida law.
   3. Each itinerant teacher and each vocational teacher who is authorized and required to use his automobile in the performance of his assigned duties, shall be reimbursed for tolls paid upon submission of receipts for same.
   4. A teacher, other than an itinerant teacher or a vocational teacher, who is reimbursed for authorized travel, shall not be required to utilize his automobile for work-related travel. If a teacher is authorized and has agreed to use his automobile for work-related travel, said teacher shall be reimbursed at the maximum rate permitted by Florida law.

F. Free off-street parking facilities shall be provided for teacher use at each school except that the Board agrees to make parking arrangements for health occupations teachers on assignment to Orlando Regional Medical Center. Teacher and student parking at high schools shall be separate.

G. A teacher may attend, free of charge, all school activities relating to his school except those at which a regulatory agency prohibits the recognition of a pass. This shall not cease the current practice of issuing coaches passes. Passes to district activities in which students participate shall be made available to teachers with 15 or more years teaching experience. Such passes shall not apply to activities at which a regulatory agency prohibits recognition of the pass.

H. The Board will provide free payroll deduction of tax sheltered investments (under the provisions of Section 403 B of the IRS Code),
Credit Union, U.S. Savings Bond program, and fringe benefit insurances included in this Contract.

I. Terminal Pay
1. Upon retirement a teacher shall receive terminal pay as follows:
   a. If a teacher retires during the first three years of service, the daily rate of pay multiplied by thirty-five percent times the number of days of accumulated sick leave.
   b. If a teacher retires during the fourth through sixth year of service, the daily rate of pay multiplied by forty percent times the number of days of accumulated sick leave.
   c. If a teacher retires during the seventh through ninth year of service, the daily rate of pay multiplied by forty-five percent times the number of days of accumulated sick leave.
   d. If a teacher retires during and after the tenth year of service, the daily rate of pay multiplied by fifty percent times the number of days of accumulated sick leave.
2. Additional Terminal Pay
   If a teacher retires after the thirteenth year of service, and (a) notifies the Personnel Department in writing on or before April 1 of the fiscal year in which he is retiring, and (b) works at least forty-five (45) duty days during that fiscal year, he shall receive the daily rate of pay multiplied by seventy-five percent times the number of days of accumulated sick leave, in accordance with Article VIII. K.
3. Terminal pay shall be made available within thirty (30) duty days of the date of retirement, or as mutually agreed upon between the teacher and the Board within the fiscal year.
4. The Board agrees to provide terminal pay to the teacher's designated beneficiary, or to the estate of the teacher if no beneficiary has been designated; if active service is terminated by death, said terminal pay shall be in the amount stated above. Active service shall include a teacher on Board-approved leave.

J. Terminal Pay - Annual Leave
A teacher on twelve (12) month contract whose employment is terminated for any reason shall be paid for earned annual leave at his current daily rate of pay. Payment shall be made within thirty (30) duty days of the date of departure.

K. Sick Leave Bank
1. The following procedures shall apply to the bargaining unit teachers' participation in the Orange County Public Employees Sick Leave Bank, hereinafter referred to as the Bank.
2. Membership
   Any bargaining unit teacher having been employed by the Board for one (1) school year and having at least six (6) days accrued sick leave may enroll in the Bank by voluntarily contributing one (1) sick leave day to the Bank. The six (6) days may occur at any time during the enrollment period.
   a. Members shall contribute one (1) sick leave day at the time of
enrollment and additional days to replenish the Bank as set forth below. Enrollment must be made on a form provided by the Personnel Department. The enrollment/withdrawal form shall only be changed after receiving input from the Association, and it shall be attached to the Contract as an information item.

b. Any sick leave days contributed to the Bank shall be deducted from the accrued sick leave balance of that member. Such days shall not be returned except as a benefit or as prescribed below.

c. Membership in the Bank shall be voluntary. Voluntary withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the member’s intent to withdraw. The member shall not be eligible to withdraw sick leave already contributed to the Bank.

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

3. Bank Implementation and Duration
a. The Bank shall have two enrollment periods yearly (the first thirty (30) calendar days of the first and second semesters).

b. A member enrolling during a specific enrollment period may begin receiving benefits from the Bank commencing with the first duty day following the close of the enrollment period. Benefits shall be retroactive during that enrollment if the enrollee meets all other eligibility requirements.

4. Replenishment Contributions
a. Following the establishment of the Bank, all participating members shall contribute an additional sick leave day in order to continue membership if the balance of the Bank is diminished below three hundred (300) days, at which time each participating member shall be sent a notice. Participating members will have a twenty-one (21) calendar day time limit from receipt of the replenishment notification to withdraw from the Bank. Assessment will be automatic if the member does not return the signed enrollment/withdrawal form to the Personnel Department within the time limit.

b. If a member is unable to contribute the day, that member will be ineligible for the benefits of the Bank until he has accrued two (2) sick leave days, at which time the assessment of one (1) day will be automatic. This, however, will not apply to any member who is receiving benefits from the Bank.

c. If the Bank cannot be replenished, it will be terminated when the total number of days has been exhausted.

5. Administration and Governance
a. The Personnel Department or other department designated by the Superintendent will administer the Bank and determine the validity of claims against the Bank. If the claim of a unit member is determined to be invalid, the employee and the
Association will be notified in writing. The reason for denial shall be provided. The determination shall be expedited in cases of extreme hardship. If a claim is determined to be invalid, the teacher may request, in writing, reconsideration of the decision within two (2) duty days of receipt of the denial. If this fails to resolve the dispute, the determination shall be subject to the grievance procedure.

b. The department administering the Bank will make available, upon request, quarterly reports of usage of the Bank to participating members. A copy shall be provided to the Association. The report shall include at least the number of days used and the reasons for usage. Each worksite shall receive a copy of the quarterly report to be posted.

6. Eligibility
In the event of a personal serious illness, accident or injury causing a member to be absent from work for an extended period of time, the member may receive paid leave as follows:

a. All accumulated sick leave must first be expended.

b. Application must be made to the Personnel Department, submitting a written request including a statement from a doctor 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.

c. A participating member shall be eligible for the use of sick leave from the Bank if the member is on Worker’s Compensation. The sick leave days shall be prorated downward according to the percentage of the daily rate not paid through Worker’s Compensation in accordance with Article XX. A participating member who is receiving illness-in-the-line-of-duty leave shall also be eligible to use sick leave from the Bank upon the depletion of those days and in compliance with the other eligibility requirements of the Bank.

d. To draw from the bank, a teacher must have a minimum accumulation of six (6) sick leave days. If the teacher using the bank does not have the six (6) days minimum requirement at the time of need, he shall owe the bank the six (6) days minus the total accumulation he has at the time. He shall have up to three (3) years to repay the days. If the affected teacher resigns or retires, prior to repaying the days, the daily rate of pay for the balance of days owed shall be deducted from his final paycheck.

7. Benefits
The Bank is designed to ease the financial impact of serious illness, accident or injury. Although not an exclusive list, typical usage would be for heart attack, cancer, automobile accident or major surgery. The Bank is not intended to provide benefits to those members having elective surgery or normal maternity-
related cases. Upon approval of the application by the Personnel Department, a member may draw from the Bank up to a maximum of one hundred (100) paid sick leave days for each period of extended illness, accident or injury, subject to the following provisions:

a. Drawing of sick leave days is based upon availability of sick leave days in the Bank. In no case shall this leave be granted beyond the number of days in the Bank.

b. Members shall not have to pay back in any manner the number of days used from the Bank except as outlined in the Abuse of Benefits section and eligibility section.

c. Any sick leave drawn from the Bank by a participating member must be used for said member’s personal illness, accident or injury.

d. Should this benefit be terminated by death, the member’s eligibility shall cease upon the day that death occurs.

e. Eligibility shall be based upon the duty days associated with the contract of the member.

8. Abuse of Benefits

a. Alleged abuse of the Bank shall be investigated by the Superintendent or his designee and, on a finding of wrong doing, the member shall repay all of the sick leave days drawn from the Bank found to be abused. A requirement for repayment shall be subject to the grievance procedure and the arbitrator shall limit his decision to whether or not the finding was justified. The decision shall not be split.

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

c. Proven abuse of the Bank shall result in permanent termination of membership from the bank.

L. The parties agree to participate in a joint insurance committee for the purpose of discussing current insurance coverages, reviewing alternatives to the current coverages and reviewing improvements in the current coverages. The committee shall be composed of representatives from the Association, representatives from the Board, and representatives from other recognized bargaining units within the District. This committee shall have no power or authority to agree to any changes in insurances that would require negotiations. Both parties agree that the Insurance Committee shall have the authority to submit proposed changes in the insurance package to the Superintendent or his designee for analysis of both program impact and cost. The parties may submit unlimited requests by mutual consent. Each party may submit up to three (3) additional requests. Requests shall be submitted by October 15 and responses provided to the Insurance Committee by February 15.

M. An Annuity Committee shall conduct a feasibility study on retirement annuities for teachers with twenty-five (25) or more years of service in Florida who have reached age fifty-five (55) and have applied for
FRS retirement. The committee shall be comprised of three (3) members appointed by the Association and three (3) members appointed by the Board. This study shall be completed by February 1, 1987.

N. The parties agree to 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 shall provide one hundred dollars ($100) per year for each teacher for a multi-optional insurance program. The money may be applied toward the purchase of additional insurance coverage such as family health insurance, dental, optical, disability, additional life and hospital indemnity insurance. Details for the implementation of the program shall be the responsibility of the insurance committee. The rate shall be increased to one hundred fifty dollars ($150) and prorated for the 1986-87 school year. Implementation will begin April 1, 1987.

ARTICLE XX
LEAVES OF ABSENCE

A. Comprehensive Leave Provisions

1. General - All Leaves
a. Applications for leave, except short-term sick leave with or without pay, shall be submitted to the principal or immediate supervisor on a form provided by the Board. In the event of an unforeseen absence, every effort shall be made to contact the principal or immediate supervisor so arrangements can be made to secure a substitute teacher if necessary.
b. A teacher shall be entitled to take leaves of absence in increments of full or half days.
c. A teacher shall not be permitted or required to arrange for a substitute in the event of his absence.
d. If at any time the reasons given for requesting leave have changed, the teacher shall promptly notify the worksite supervisor and shall either be directed to return to duty or continue leave.
e. Upon return from leave, the teacher shall complete a certificate of absence.
f. During leaves of six (6) or more duty days, a teacher shall not be required to keep records, prepare lessons, nor perform any of the duties required while in attendance.
g. The Association shall be consulted prior to any modification of the forms for requests for leaves of absence and certificate of absence.

2. General - Long-Term Leaves
a. 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.
b. A teacher granted a long-term leave of absence may not be employed in a full-time capacity while on leave. This condi-
tion may be waived by action of the Superintendent or his designee.

c. Return from long-term leave

(1) A teacher who plans to return to duty at the expiration of a long-term leave (other than sabbatical) shall notify the Superintendent 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, written notification of the teacher’s intent to return to duty at the expiration of the leave shall be deemed given upon approval of the leave. On or before March 1, the Board shall notify persons on leave that they must inform the Board of their intent to return from leave. Except for extenuating circumstances, a teacher who fails to file his intent to return shall be considered to have resigned with an effective date of June 30.

(2) A teacher on continuing contract or professional service contract, who has been granted long-term leave of absence may return to duty without prejudice upon the expiration of his leave. He shall retain full credit for years of teaching service prior to the leave and his continuing contract or professional service contract status.

(3) A teacher desiring to return from leave prior to the date of intent to return shall be allowed to return to duty only when a vacancy exists for which the teacher is certified and/or qualified. No new teacher shall be hired for such vacancies until any teacher desiring to return early from leave has been placed.

(4) An annual contract teacher who has been granted a long-term leave of absence which extends beyond his contractual period may be reemployed without prejudice upon the expiration of his leave provided he is recommended for employment. He shall retain full credit for years of teaching experience prior to the leave.

(5) Failure or refusal of a teacher returning from long-term leave to accept a written offer of assignment made to the teacher’s last known mailing address shall remove any obligations of the Board to provide the teacher employment.

(6) When a teacher returns from long-term leave, assignment shall take place in accordance with Article VIII.

d. Extension of Long-Term Leaves

(1) Upon the request of the teacher, one (1) extension of up to one (1) year shall be granted for long-term medical leave and one (1) extension of up to one (1) year may be granted for other long-term leaves. The Superintendent or his designee may grant an additional extension.
A teacher who desires an extension of long-term leave, except as specified in the Long-Term Sick Leave Section herein, must submit a request for same in writing to the Personnel Department prior to the expiration of the leave. If the request is for the following school year, it must be submitted by March 15. The Personnel Department shall notify the teacher of the disposition of the request for leave extension within twenty (20) days from the request or five (5) days after the School Board meeting at which the request was considered, whichever comes first.

B. Sick Leave

1. Sick leave shall be earned by a teacher in the following manner and its use shall be governed by these provisions:
   a. A teacher shall be entitled to four days of sick leave with pay on the first day of employment of each contract year.
   b. A teacher 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 teacher; provided that the teacher shall earn no more than one day of sick leave times the number of months of employment during the contractual year of employment.
   c. A teacher 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 teacher’s responsibility to assist in securing the requested transfer of sick leave credit from his previous employer. One day of sick leave may be transferred for each day accrued with Orange County.
   d. There shall be no limit in the number of sick leave days which a teacher may accrue.
   e. Any sick leave days credited to a teacher at the time of an approved leave of absence shall be credited to the teacher upon return to active teaching. Any sick leave with pay used during the term of the approved leave shall be deducted from the accumulated sick leave balance.
   f. When a teacher finds it necessary to be absent, he shall notify his immediate supervisor or the supervisor’s designee, the night before, or at least one hour prior to the time the teacher is scheduled to report for duty, except in case of emergency.
   g. Sick leave may be used for personal illness of the teacher or for death or personal illness of a member of his immediate family. Immediate family shall mean husband, wife, father, mother, brother, sister, son, daughter, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, nephew, niece, stepchildren, stepparents, and other persons of the teacher’s household.
h. A teacher shall be entitled to use accumulated sick leave for pregnancy for a medically certified period of temporary disability due to the pregnancy. If additional leave is desired, it shall be requested under the provisions for child care leave, and shall be without pay.

i. A teacher shall be entitled to use accrued sick leave for the purpose of taking physical examinations.

j. If questions arise concerning the ability of the teacher to perform assigned responsibilities, the Superintendent may request the doctor to review his recommendation for the commencement of or return from a sick leave.

2. Sick Leave - Without Pay May Be Used By A Teacher In The Following Manner:

a. A teacher who has exhausted his accumulated sick leave shall be entitled to sick leave without pay for the reasons stated in B.1.g. and h. above not to exceed twenty (20) duty days.

b. A teacher may be granted up to one (1) year long-term sick leave without pay upon exhausting all accrued sick leave. Long-term sick leave without pay may be renewed each year upon written request by the teacher. All requests for long-term sick leave shall be accompanied by a doctor's certificate that the teacher is unable to perform his duties.

c. A teacher on long term sick leave may not be employed in any capacity unless this provision is waived by the Superintendent after a request for waiver is made by the teacher. If the teacher desires to return from leave prior to the date of intent to return and no position for which the teacher is certified and/or qualified is vacant, this provision shall be waived.

d. When the teacher finds it necessary to be absent, he shall notify his immediate supervisor or the designee the night before, or at least one (1) hour prior to the time the teacher is scheduled to report for duty, except in case of emergency.

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

1. A teacher shall be entitled to illness/injury in-line-of-duty leave with pay when he has to be absent from duty because of:

a. a personal injury in the discharge of duty

b. an illness contracted as a direct result of his employment, if it can be proven that the illness was not contracted from another source.

2. Said leave for each illness or injury shall be for a period of time not to exceed ten (10) duty days during the school year. A teacher may request additional leave as provided in Florida Statutes. If an employee is injured in the line of duty, as a result of a physical assault and/or battery, and qualifies for illness-in-the-line-of-duty leave, the employee shall be eligible to receive an extension of said leave. Claims shall be subject to the criteria established for
the sick leave bank for serious illness, accident or injury and/or the Employee Assistance Program, where applicable.

3. If additional leave is needed and not granted under the provisions of Florida Statues, the teacher may elect to take accrued sick leave or to be paid under Worker's Compensation. If he chooses the latter he shall be paid the balance of his daily rate of pay not provided by Worker's Compensation by using his accumulated sick leave. In that case, his remaining sick leave balance shall be prorated downward according to the percentage of his daily rate not paid through Worker's Compensation.

D. Personal Leaves

1. Short-Term

a. A teacher shall be allowed up to a maximum of four (4) school days per year for personal reasons without a deduction in pay. Such absences should be used for matters which cannot be scheduled outside of regular working hours.

b. Personal leave cannot be taken during the following periods of time except in cases of emergency, to attend the graduation a spouse, child, parent or self, or the observance of a religious holiday:
   (1) One (1) working day before and after a scheduled holiday.
   (2) The first five (5) days and the last five (5) days of the students' officially scheduled school year.

c. The maximum of four (4) days personal leave with pay will be charged to accrued sick leave and may not be accumulated. For teachers who have not accumulated sick leave, absence for any personal reasons shall be without pay.

d. Teachers shall not be required to divulge the reasons for taking personal leave.

e. A principal may deny requests for personal leave under this Section if the number of teachers requesting such leave for any one day exceeds ten percent (10%) of the teaching staff.

f. In emergency situations, a principal may grant personal leave for a brief period of time pending the later approval by the Superintendent. During the period of time the leave is granted by the principal, the teacher shall not be considered absent without leave.

g. A teacher may be granted short-term personal leave without pay as approved by the Superintendent or his designee.

2. Long-Term Personal Leaves

a. A teacher desiring to be absent from assigned responsibilities for reasons related to adoption, child care or illness of a member of the teacher's immediate family as defined herein, may secure personal leave without pay in accordance with the procedures for long-term leave.

b. Leave for long-term personal reasons without pay may be granted upon request, subject to approval of the principal and
E. Professional Leave

1. Exchange Teaching
A teacher on continuing or professional service contract status may be granted a leave of absence for one (1) year for the purpose of exchange teaching, subject to the following conditions:

a. Exchange shall be limited to accredited public school systems, colleges and universities.

b. The cooperating school system, college or university must furnish a teacher to take the place of the teacher released by the Board. Teachers participating in the exchange program will draw their salaries from the school system in which they do their teaching.

c. Application for exchange teaching in the next school year shall be made by April 15.

Detached Service
The Board may grant detached service leave for a period of one (1) year for a teacher to work in an educational institution, with an official governmental agency or such programs as the Peace Corps and the Overseas Exchange Teacher Program. The teacher may request an extension of the original leave for up to one (1) additional school year. Before a teacher is granted detached service leave, he must present evidence of an offer of employment for one (1) of the accepting agencies. Application for detached service in the next school year shall be made by April 15.

3. Temporary Duty Elsewhere
a. Temporary duty may be granted by the Superintendent or his designee if it is for the benefit of the school or school system, or the professional growth of the teacher.

b. Temporary duty leave may be initiated by the teacher or the Board. If initiated by the Board, the Board shall bear all expenses as provided by Florida Statutes.

c. If the teacher initiates TDE, the expenses may be borne by the teacher or shared with the Board, if mutually agreed upon prior to the taking of temporary duty leave.

d. Temporary duty leave shall be with full pay for the period of leave during the teacher’s contracted term or for any other day if the leave is initiated by the Board and agreed to by the teacher.

4. Temporary Professional Leave
a. A teacher 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 certificate, or for certification in a new teaching area during a five (5) year period. The leave must be
requested at least ten (10) duty days prior to the effective date of the leave.

b. A teacher may be granted professional leave without pay for working toward advance degrees, not to exceed ten (10) 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 students are in school. 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 requested to attend a college or university program.

F. Civic Leaves

1. Jury Duty Leave
   a. A teacher duly subpoenaed to serve on jury duty shall receive his full salary and may retain any expense allowance provided while serving on jury duty.
   b. Such leave shall not be charged against accrued sick leave or personal leave.
   c. Reimbursement for transportation shall remain the property of the teacher serving on jury duty.

2. Court Leave
   a. Court leave with pay shall be granted to teachers, duly subpoenaed or summoned, for the time necessary to make appearances in any court proceedings.
   b. Such leave shall not be charged against accrued sick leave or personal leave.
   c. A teacher is not entitled to court leave in cases where the teacher is a litigant against the school board in a court of law or a state or federal agency.

3. Political Leave
   a. A personal leave of absence without pay for up to twelve (12) weeks shall be granted to a teacher for the purpose of campaigning for a public office for which he has officially qualified.
   b. A personal leave of absence without pay may be granted for the term of any public office.

G. Annual Leave

1. A twelve (12) month employee shall be granted paid annual leave as provided herein.

2. Annual leave may be accumulated to a maximum of thirty (30) days.

3. The number of years of continuous teaching experience in Orange County shall determine the allocation of annual leave, which shall be as follows:

   0-4 years of service: thirteen (13) days of annual leave
   5-9 years of service: sixteen (16) days of annual leave
   10 or more years of service: nineteen (19) days of annual leave
4. For the purposes of computing the number of years of experience in order to determine the number of days of annual leave to which a teacher is entitled, a year of experience is earned when a teacher is employed for one (1) or more days beyond six (6) months within a fiscal year.

5. Annual leave may not be used until earned unless the leave is approved in advance.

6. One or more days of annual leave may be used at any time during the year subject to the approval of the principal in advance, and in accordance with the following:
   a. If the teacher desires more than ten (10) consecutive days of annual leave, he must also obtain the approval of the Superintendent or his designee.
   b. Annual leave must be scheduled at a time when it will cause a minimum of interruption to the efficiency of the school.

7. A teacher shall be paid at his current daily rate of pay for accumulated annual leave if he is returned to less than twelve (12) month status, or for any leave applied for on a Request for Leave of Absence Form but not granted during the fiscal year in which it was requested.

8. A teacher whose employment is terminated for any reason shall be paid for earned annual leave at his current daily rate of pay.

9. A twelve month teacher may be granted, upon request, three weeks per year, cumulative to six weeks, for the purpose of attending summer school to further his education. This leave shall be chargeable to annual leave.

H. Military Leave

1. Short-Term
   a. A teacher in the District who is a member of the National Guard, or who is a commissioned reserve officer or reserved enlisted personnel in the United States military service, shall be entitled to leaves of absence from his respective duties, without loss of pay, time or efficiency rating on all days he is engaged in active duty or training ordered under the provisions of the United States military. Leaves of absence shall not exceed seventeen (17) days at any one annual period.
   b. Military leaves shall not affect a teacher's annual leave time for those positions earning annual leave.
   c. The teacher shall attach copies to his request for leave.
   d. The teacher should endeavor to have his periods of training scheduled during his summer vacation. In cases where the teacher requests military leave, the teacher shall furnish a letter from his commanding officer indicating the necessity of taking leave at that time.

2. Long-Term
   a. Extended military leave shall be granted without pay to a teacher who is required, or who volunteers to serve, required military obligations, in the Armed Forces of the United States.
Leaves shall not be granted to a teacher who volunteers to serve when such service is not required.

b. A teacher granted long term military leave shall be reemployed provided that:
   (1) The tour of duty is completed.
   (2) An application for reemployment is filed within six (6) months following 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 (6) months is afforded the School Board, except as provided by P.L. 94-286.

I. Sabbatical Leave
Sabbatical leave for a maximum of one year may be approved by the School Board of Orange County, Florida, for a teacher to pursue further studies in order to attain professional advancement. Provisions governing sabbatical leave shall be as set forth in an Appendix to this Contract which is hereby incorporated into and made a part of this Contract.

ARTICLE XXI
INSTRUCTIONAL MATERIAL AND SUPPLIES/FACILITIES AND EQUIPMENT

A. Teachers shall assist in the selection of textbooks and teaching materials both on a county-wide and school-wide basis.

B. A teacher shall have easy access to all locally used state adopted textbooks in each of the courses he teaches. A teacher shall be provided with a copy of the textbook used in each of the courses he teaches.

C. The Board shall provide equipment and supplies to aid a teacher in performance of his duties.

D. A teacher shall not be required or expected to provide personal property for school use, including textbooks, audiovisual equipment, or other instructional materials and supplies. The Board shall not be responsible for loss of any personal property volunteered by a teacher for school use.

E. A teacher may purchase materials and supplies for school use with the prior approval of the principal.

F. Maintenance and repair of Board equipment is the Board's responsibility.

G. Each school shall provide:
   1. Appropriate space for use as a teacher lounge.
   2. A room or private area for exclusive use by non-students during the duty-free lunch time.
   3. A work room for use by employees.
   4. The Board shall make restroom facilities available at each school for exclusive use by non-students.
   5. A desk and chair for each teacher. If the desk cannot be locked,
the Board will provide the teacher with another storage facility such as a filing cabinet or other area that can be locked, provided that the Board shall not be responsible to insure the contents of such facility.

6. Typing and duplicating facilities.

7. The Board agrees to provide at least one outside telephone for use by the teachers 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.

H. 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.

I. The Board agrees to maintain safe and healthful working conditions as prescribed by State Board Rules.

J. Custodial services, which includes the moving of heavy equipment, shall be provided by the Board to maintain classrooms and other learning areas in each school.

K. At all times the Board shall provide first-aid supplies in each school.

L. After assigning a teacher to teach in a relocatable classroom and prior to the first class session, the Board shall furnish that relocatable classroom with standard features of a permanent classroom. Such features shall include chalkboards, proper lighting, climate control, desk for both students and teacher, and other equipment that a teacher might reasonably expect in a permanent classroom to aid in the performance of his duties.

ARTICLE XXII

TEACHER EDUCATION

A. The Board agrees to participate in a Teacher Education Center as provided by law.

B. Members of the Teacher Education Center Council shall be granted release time if their responsibilities to the Council require them to attend meetings of the Council during the work day.

C. The Association shall have the opportunity to select a majority of the bargaining unit members of the Teacher Education Center Council.

D. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within thirty (30) days of submission. The request will be judged on its merits. Denial shall be accompanied by a written reason. The association shall attempt to submit requests for inclusion of components in the District In-service Master Plan. Components submitted by the Association shall meet the standards established for submission. A teacher conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Develop-
ment Instructor Pay Agreement and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Center Council.

ARTICLE XXIII
FACULTY COMMITTEE

A. The term Faculty Committee shall mean an Advisory Committee of not less than three (3) nor more than eleven (11) teachers elected by the teachers of that worksite. The Faculty Committee shall be elected by secret ballot election, conducted by the CTA Faculty Representative.

B. The Faculty Committee may meet during the regular duty day at such times as committee members have no student contact. The Faculty Committee may meet with other teachers and may meet as a group without the principal, during the regular duty day at such times as committee members or the teachers have no student contact provided that such meetings shall not conflict with previously scheduled meetings.

C. The Faculty Committee shall have the following functions:
   1. To meet with the principal at mutually agreeable times to discuss problems and/or concerns which may result in a smoother operation of the school.
   2. To discuss with the principal the allocation of funds for the purchase of instructional equipment, materials and supplies, and distribution of same, and to provide by February 1 a list of anticipated needs in the areas of instructional equipment, materials and supplies.

ARTICLE XXIV
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 XXV
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 XXVI
DURATION

A. 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, 1987.

B. Salary, supplemental pay and fringe benefits shall be retroactive to July 1, 1984.

SCHOOL BOARD OF
ORANGE COUNTY, FLORIDA

IRIS B. TAPLEY
CHAIRMAN OF THE BOARD

JAMES L. SCHOTT
SUPERINTENDENT

W. DENNIS REUSSOW
CHIEF NEGOTIATOR

ORANGE COUNTY
CLASSROOM TEACHERS ASSOCIATION, INC.

ANN WINN
PRESIDENT

JOHN D. ROBINSON
EXECUTIVE DIRECTOR
### APPENDIX A
#### SALARY SCHEDULE
1986-87

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Specialist: Add $2,558 to Bachelor's Degree
Doctorate: Add $3,410 to Bachelor's Degree

Eleven Month: Add .10 of salary
Twelve Month: Add .20 of salary

*Degree or its vocational equivalent (as defined in Article VII. F.)
APPENDIX B

SA LA RY SUPPLEMENT SCHEDULE 1986-87

A. Salary supplements as defined in the glossary shall be paid upon the recommendation of the principal for duties performed in the following areas:

1. ATHLETICS

   a. Senior High Sports Season

      Baseball (3 1/2 months)  Soccer (3 months)
      Basketball (4 months)    Softball (3 months)
      Cheerleading (8 months)  Swimming (3 months)
      Crew (3 months)          Tennis (3 months)
      Cross Country (3 months) Track (4 months)
      Football (4 1/2 months)  Volleyball (3 months)
      Golf (3 months)          Weightlifting (3 months)
      Gymnastics (3 months)    Wrestling (3 1/2 months)

   b. Junior High Sports Season

      Baseball (2 1/2 months)  Softball (2 1/2 months)
      Basketball (3 1/2 months) Swimming (2 1/2 months)
      Cheerleading (8 months)  Tennis (2 1/2 months)
      Football (3 months)     Track (2 1/2 months)
      Golf (2 1/2 months)     Volleyball (2 1/2 months)
      Soccer (2 1/2 months)   Wrestling (2 1/2 months)

   c. The seasons listed above may be extended for sectional, regional, and/or state playoffs.

2. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENTS:

   Band Directors
   Assistant Band and Orchestra Directors
   Intramural/Special Olympics
   Special Duty - Elementary
   Special Duty - Secondary
   Vocal Music
   Senior High Drama
   Senior High Yearbook Sponsor
   Senior High Newspaper Sponsor
   Extracurricular Activities
   Vocational Agriculture
   Secondary and Vocational Department Chairpersons
   Elementary Grade Level and IGE Team Leader Chairpersons
   JROTC
   Senior Class Sponsor
   Student Council Advisor
   Forensics Sponsor
B. GENERAL GUIDELINES

1. ATHLETIC QUALIFICATIONS: TO BE ELIGIBLE FOR THE SUPPLEMENT:
   a. Must have been appointed to a full-time instructional position by the School Board of Orange County. If no full-time instructional employee will accept the supplement, it may be offered to a part-time instructional employee. If no part-time instructional employee will accept the supplement, the worksite supervisor may offer this position to either a non-instructional or non-Board employee subject to the approval of the Program Consultant for Extracurricular Activities, and the Florida High School Activities Association, with notification to the Association.
   b. Must perform the duties prescribed for each supplement received.
   c. Must have a coaching experience form on file in the office of the Program Consultant for Extracurricular Activities.
   d. A teacher holding a supplemented position may voluntarily relinquish the position provided the teacher notifies his supervisor at the earliest possible date. The supervisor will notify the teacher as soon as feasible if the teacher will be terminated in the supplemented position.
   e. If a coaching certification program is adopted by the Department of Education, the Board and the Association agree to establish a committee to review related issues within 30 days of official implementation by the Department of Education. An Issues and Recommendations Report shall be made by the committee to the Superintendent and Association within 90 days of the formation of the committee.

2. EXTRACURRICULAR, INSTRUCTIONAL, AND OTHER SUPPLEMENT QUALIFICATIONS: AS SPECIFIED IN SUPPLEMENT DESCRIPTORS

3. SCHEDULE OF ACTIVITIES
   The supplemented teacher shall prepare and submit to the worksite supervisor a schedule of activities. Where applicable, the principal shall be responsible for filing the planned program of Athletics in keeping with the standards of the Florida High School Activities Association.

4. CANCELLATION OF ACTIVITIES
   In the event a school fails to field a team, the worksite supervisor shall be responsible for notifying the Program Consultant for Extracurricular Activities. The supplement for that activity shall be stopped and a correction made on the next check.

5. RESIGNATIONS
   If an employee resigns or separates employment for any reason before completing the latter requirement to receive the supplement, an adjustment shall be made on the last supplemental paycheck of the month. Determination of amounts to be paid shall be calculated by multiplying the daily rate of pay
for the supplement times the number of days worked in the designated coaching season. If the employee had completed all of the requirements of the supplement, the unpaid balance shall be included in the last supplemental pay check.

6. Temporary Duty Elsewhere Leave may be granted to a supplement receiver as provided for in Article XX.

   a. Supplement receivers may be granted temporary duty elsewhere leave to attend Florida High School Activities Association (FHSAA), Florida Athletic Coaches Association (FACA), Florida Music Educators' Association (FMEA), and Florida Interscholastic Athletics Administrators Association (FIAAA), Co-sponsored Clinics and State and National Committee meetings, for which they are receiving a supplement.

   b. Supplement receivers may be granted temporary duty leave for all out of county activities as indicated on the schedule of activities filed with the worksite supervisor and the Program Consultant for Extracurricular Activities by submitting leave papers to the worksite supervisor or the Board. All sponsors and coaches will be covered by Worker's Compensation Insurance when on temporary duty leave.

   c. If a student or team qualifies for state competition, the coach may be granted temporary duty elsewhere leave in accordance with this article. Where there is a boys' and girls' team and each team qualifies for state competition, each coach may be granted leave to attend state meetings.

7. VOLUNTEER COACHING

   a. Upon recommendation of the principal and approval of the Program Consultant for Extracurricular Activities, a teacher may receive credit for coaching experience by volunteering to coach in an athletic area listed herein. A volunteer coach shall be in addition to the regular allocation, and shall serve a period of time substantially similar to the supplemental coaches, in order to be eligible for the credit.

   b. Credits for volunteer coaching experience shall begin with the 1982-83 school year. Upon conclusion of the activity, the principal shall verify, in writing, each year of volunteer coaching experience to the Program Consultant for Extracurricular Activities.

8. LIMITATIONS

   a. No one individual may be paid supplements for any two (2) athletic activities that have conflicting seasons. However, an individual may be paid supplements for athletic activities whose seasons overlap for a period not to exceed three (3) weeks.

   b. Athletic Directors may be granted an amount of time
equivalent to at least one (1) teaching period per day to perform those duties which cannot be accomplished after the duty day.

c. As specified in supplement descriptors.

9. ALLOCATIONS

a. As specified in supplement descriptors

b. Five (5) Assistant Football Coaches shall be allocated for class 5A and 4A schools. Class 3A and 2A schools shall be allocated four Assistant Football Coaches. Two (2) Assistant Football Coaches shall be allocated to Class 1A and Junior High Schools. If there is no J.V. football team, the Assistant football coaches allocation shall be reduced by two (2) allocations for class 5A, 4A, 3A, and 2A schools. Classification shall be as determined by Florida High School Activities Association By-Laws (FHSAA).

c. Two (2) Assistant Basketball Coaches shall be allocated to Senior High Schools. If there is no J.V. Basketball team, the Assistant Basketball Coaches allocation shall be reduced by one (1) allocation.

d. As indicated in the athletic remuneration scale for senior and junior high schools and as specified above in this section.

10. Upon request the Board shall provide the Association with a printout of known names of supplement receivers by worksite, amount of supplement, and supplemented position for each calendar year.

C. REMUNERATION

1. As indicated in the salary scale for senior and junior high athletics and each extracurricular, instructional and other supplement descriptors.

2. When coaching both the boys' and girls' team of the same sport in the secondary schools, a coach shall be paid full supplements for both sports upon the recommendation of the work site supervisor and approval of the Program Consultant for Extracurricular Activities.

3. The Board and Association agree to establish a committee by October 1, 1986, to study and make recommendations pertaining to transportation issues for supplement recipients. A final recommendation report shall be made by the committee to the Superintendent and Association by January 19, 1987.

4. REMUNERATION: SENIOR HIGH ATHLETICS

<table>
<thead>
<tr>
<th>Position</th>
<th>Years of Coaching Experience</th>
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<tbody>
<tr>
<td></td>
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<tr>
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<tr>
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<tr>
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<tr>
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<tr>
<td>Basketball - Head</td>
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</tr>
</tbody>
</table>
Missing Pages 71 to 82
APPENDIX C
GRIEVANCE FORM

REGISTER NUMBER_____________________

ORANGE COUNTY CLASSROOM TEACHERS
ASSOCIATION, INC.
SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

The parties agree to use the following form to resolve disputes in good faith:

1. NAME______________________HOME PHONE _______________________
2. IMMEDIATE SUPERVISOR________________WORK LOCATION __________________
3. APPLICABLE CONTRACT PROVISIONS __________________________
4. DATE OF VIOLATION ________________________________________________
5. STEP 2
6. DESCRIPTION:
7. 8. 9. 10. 11. 12.
13. REDRESS SOUGHT:
14. 15. 16. 17. 18. 19.
20. SIGNATURE__________________DATE______________________________
21. STEP 2: RESPONSE BY IMMEDIATE SUPERVISOR
22. DENIED GRANTED REASON:
23. 24. 25. 26. 27. 28.
29. SIGNATURE__________________DATE______________________________
30. STEP 3: RESPONSE BY SUPERINTENDENT OR DESIGNEE
31. DENIED GRANTED REASON:
32. 33. 34. 35. 36. 37.
38. 39. SIGNATURE__________________DATE______________________________
40. STEP 4: ASSOCIATION DECISION RE: APPEAL TO ARBITRATION
41. 42. ( ) ACCEPT SUPT./DESIGNEE’S RESPONSE
43. ( ) WAIVE APPEAL WITHOUT PREJUDICE
44. ( ) APPEAL TO ARBITRATION
45. 46. FOR THE ASSOCIATION__________________DATE__________________

If additional space is required, please attach additional sheets, indicating the extension of the line of items above by the line number at the left.
APPENDIX D
ORANGE COUNTY PUBLIC SCHOOLS
OBSERVATION REPORT FORM

Evaluatee: ___________________________________ School/Office: ________________________________
Evaluator: ___________________________________ Date of Observation: ______________________________
Class/Situation Observed: ________________________________
Length of Observation: ________________________________

DIRECTIONS: Record applicable statements in Part I regarding what you observed. If it appears that some areas need improvement, make your recommendation in Part II. Attach additional sheets if necessary.

PART I. Observation:


PART II. Specific Recommendations: To be Completed on or Before Recommendation Carried out


Comments of Evaluatee (if any.) If more space is needed, attach page.

Signatures:

EVALUATOR: ___________________________ DATE: ___________________________
EVALUATEE: ___________________________ DATE: ___________________________

Signature of Evaluatee does not necessarily imply agreement with recommendations or area(s) in need of improvement, but acknowledges that they have been discussed with Evaluator.
APPENDIX E
ORANGE COUNTY PUBLIC SCHOOLS
ASSESSMENT REPORT

WHITE - Department Personnel Services  S = Satisfactory
CANARY - Evaluatee  S/R = Satisfactory with
PINK - Evaluator  Recommendation
NI = Needs Improvement
NA = Not Applicable

Evaluatee: ---------------------------------------School/Office: _____________________
Position: -------------------------------------Certification Held: ___________________
School Year: __________
Date/s/of Observation/s/: ______________

DIRECTIONS: Using the major areas listed below, assess the performance of
the Evaluatee. If any area is marked NI or S/R, please record
your recommendation in the appropriate section below.

Major Areas of Responsibility  (Check)  S  S/R  NI  NA
1. Classroom Environment
2. Planning, Organizing, and Efficiency
3. Methods and Techniques
4. Subject Matter Knowledge
5. Student Progress Based on Ability
6. Staff Relations
7. Student Relations/Discipline
8. Parent Relations
9. Professional Responsibilities and Ethics
10. Professional Growth/Educational Qualifications
11. Personal Characteristics

STRENGTHS/COMMENDATIONS: (If more space is needed, attach page)

SPECIFIC RECOMMENDATIONS: (If more space is needed, attach page)

COMMENTS OF EVALUATEE: (If more space is needed, attach page)

Contract Status: A1____; A2____; A3____; CC____; PSC____; Other____
Evaluator’s Signature: ___________________________ Date: ___________________________
Evaluatee’s Signature: ___________________________ Date: ___________________________
(My signature does not necessarily imply agreement with the assessments, but
acknowledges that I have discussed them with the evaluator.) ALL ITEMS
SHOULD BE CHECKED BEFORE AFFIXING EVALUATOR’S SIGNATURE. (If more space is needed, attach page.)
Note: Changes in number 2, 5, 7 and 10 reflect changes in Florida Statute 231.29.
APPENDIX F
1986-87 SCHOOL YEAR CALENDAR

August 19-22 (T-F) Teacher Pre-Planning
August 25 (M) First Day of Class
September 1 (M) Labor Day/Teacher Paid Holiday
October 17 (F) Teacher Paid Holiday/Student Holiday
October 30 (Th) End of First Marking Period (47 days)
October 31 (F) Teacher Workday/Student Holiday
November 3 (M) Beginning of Second Marking Period
November 27 (Th) Thanksgiving/Teacher Paid Holiday
November 27-28 (Th-F) Thanksgiving Holidays
December 22:
    January 2 (M-F) Winter Holidays
    January 16 (F) End of Second Marking Period (43 days)/
    January 19 (M) End of First Semester
    January 20 (T) Teacher Workday/Student Holiday
    January 21 (W) Teacher Staff Development Day/
    February 16 (M) Student Holiday
    March 26 (Th) Beginning of Third Marking Period
    March 27 (F) Teacher Paid Holiday/Student Holiday
    March 30 (M) End of Third Marking Period (46 days)
    April 13-17 (M-F) Teacher Workday/Student Holiday
    April 17 (F) Beginning of Fourth Marking Period
    May 25 (M) Spring Holidays
    June 5 (F) Teacher Paid Holiday/Student Holiday
    June 8-9 (M-T) End of Fourth Marking Period (44 days)/
April 17 (F) End of Second Semester
May 25 (M) Teacher Post-Planning

*After consultation with the Association, the Board reserves the right to
establish the length and beginning and ending dates of summer sessions.

1986-87 PAID HOLIDAYS
FOR TWELVE-MONTH TEACHERS

July 4 (F) Independence Day
(to be taken August 4)
September 1 (M) Labor Day
November 27-28 (Th-F) Thanksgiving
December 24-25 (W-Th) Winter Holidays
January 1 (Th) Winter Holidays
April 17 (F) Spring Holidays
May 25 (M) Memorial Day

1987 SUMMER SESSION CALENDAR
FOR ADULT VOCATIONAL CENTERS

For adult academic and vocational competency-based programs offered
in Adult Vocational Centers, the 1987 summer session shall be six (6) or
seven (7) weeks. This shall not preclude the continuation of the nine (9)
The parties recognize that certain conditions or programs may require variations from specific contracted terms as they apply to the majority of teachers. Irregular scheduling shall be voluntary and can be used only when insufficient student enrollment exists to justify a regular assignment of that teacher. The standard of student enrollment shall not vary unreasonably from current standards.

1. Current standards shall be defined as:
   a. Vocational classes with a school-wide average of fourteen (14) students, including Cooperative Education, with no class less than ten (10).
   b. Adult General classes with a school-wide average of twenty (20) students, with no class less than sixteen (16).
   c. Exceptions to the current standards shall be considered on an individual program basis.

2. Programs involving irregular schedules for adult vocational teachers and flexible schedules shall be permitted subject to this appendix.

3. When it appears that a need for irregular scheduling exists, and no alternative is available, the supervisor shall either post a notice or hold a meeting with the affected teachers indicating his intent to place a teacher on an irregular schedule at least ten (10) working days prior to said assignment. Volunteers shall be selected, taking into consideration seniority, certification and job experience. When certification and job experience are equal, preference shall be given to the most senior teacher that volunteers for the assignment. If no volunteers are available, then the supervisor shall select the least senior qualified teacher eligible for a teaching assignment in the area affected.

4. A teacher who volunteers or is assigned to an irregular schedule shall be informed of the reason or reasons for the assignment and the specific duration of the assignment. Said duration shall not exceed forty-five (45) student contact days at which time the program will be re-evaluated. The Board and the Association may mutually agree to extend the duration up to one (1) school year because of specific program needs. Said agreement shall be reduced to writing. If sufficient enrollment then exists, the teacher shall be returned to a regular schedule. If requested by the teacher, the reason and terms of the assignment shall be reduced to writing and given to the assigned teacher.

5. A teacher assigned to an irregular schedule shall be given at least two (2) weeks advance notice before being assigned to an irregular schedule.
6. Teachers who are assigned to irregular schedules that require of them to work hours between 5:30 p.m. and 7:00 a.m., weekends, or split shifts shall be compensated at the rate of 1.10 times their regular salary. Teachers assigned to irregular schedules under this provision will not be required to work in excess of 37 1/2 hour per week. Split shifts shall be defined as a shift that is not continuous. If a teacher is assigned to a split shift, the teacher shall be given the option of working one shift in lieu of a split shift.

7. A teacher who is assigned to an irregular schedule that requires a teacher to regularly work forty (40) hours per week exclusive of meal breaks shall be paid at the base rate of 1.15 times their regular teaching salary.

B. The Board currently employs teachers who are working flexible hours within the regular work day. For these teachers and teachers having similar needs, the parties agree that said teachers can voluntarily agree to compensatory time on a flexible schedule in lieu of a paid differential so long as they do not work in excess of 37 1/2 hours per week.

C. Physical and Occupational Therapists who are assigned to an irregular schedule that requires a teacher to regularly work forty (40) hours per week exclusive of meal breaks shall be paid at the base rate of 1.15 times their regular teaching salary.

D. This appendix shall not be applied in an arbitrary, capricious or discriminating manner and every reasonable effort shall be made to avoid creating the need for irregular schedules.

APPENDIX H
SABBATICAL LEAVE

1. Qualifications - Sabbatical leave may be granted to one (1) or more of the aforesaid persons, after each seven (7) continuous certificated years of satisfactory service in Orange County, if such person is not within five (5) years of compulsory retirement.

2. Compensation - A person granted sabbatical leave for further study shall receive 75% of the gross monthly salary based upon the current salary schedule for the year of leave which said applicant would be entitled to as a certificated employee and not on sabbatical leave. The annual salary will be established as the amount paid for the service normally performed by that classification of employee. Further, the actual (contracted) salary shall not include supplements, summer school compensation or other compensation for services outside of the basic contract. The Board shall continue to provide all employee fringe benefits.

3. Maximum Pay - Fellowships, NDEA Institutes, and other aid shall not affect sabbatical leave pay.

4. Number of Sabbatical Leaves - The determination of total number of sabbatical leaves remains solely in the discretion of the Board and does not guarantee any particular number of sabbatical leaves.

5. Applications - Applications for sabbatical leave must be filed in writing with the Superintendent not later than March 15, prior to the
school year for which sabbatical leave is requested. The course of study and acceptance for enrollment must accompany the request. The Superintendent should notify the applicant of tentative approval or denial by April 15. The School Board should take final action of approval or denial by May 15.

6. Order of Consideration - The order in which the approved applications for sabbatical leaves will be considered shall be based on the following formula:

a. Count one (1) point for each year in Orange County Public Schools in excess of seven (7) consecutive years. Persons in each category shall be considered in descending order of their accrued points. Sabbatical leave time does not count as a point.

b. In case of a tie, the applications shall be referred to the Association for recommendations to the Superintendent.

c. Applications for subsequent sabbatical leaves after the first shall not be considered until all applications for a lesser number of sabbatical leaves have been considered. To be eligible for a subsequent leave, one must have seven (7) consecutive years of service subsequent to the previous sabbatical leave.

d. One half ($1/2$) of the sabbatical leave granted in a year may be selected in areas of critical need according to the following:

The School Board may identify up to three (3) areas of teacher certification within the bargaining unit where a critical need exists. The Board shall post an announcement at each worksite by December 1 of each year inviting teachers to apply for sabbatical leave for purposes of retraining in the identified area of critical need. The order of selection of such persons shall be done in the same manner as set forth above. This shall not preclude a teacher applying for a sabbatical in an area of critical need from also being considered with applicants for sabbaticals in other areas.

7. Recipient Responsibility - Once accepted, the applicant cannot withdraw the sabbatical leave request except under extreme hardship and with the recommendation of the Superintendent.

8. Requirements During Sabbatical Leave - Each teacher of the School Board attending college on sabbatical leave shall be enrolled as a full-time student and shall pursue not less than the number of college semester hours required of the average student enrolled at such institution taking graduate work for an advanced degree. A record of all credits earned shall be filed with the Superintendent at the end of each grading period. The sabbatical leave for any recipient not successfully completing a course or with an incomplete grade, may be cancelled upon the recommendation of the Superintendent.

9. Status of Recipient on Leave - Sabbatical leave is not to be considered a termination or breach of contract of employment. A teacher on leave shall, the following school year, be returned to the same or
comparable position in the area previously held and at no less than the salary earned in the contract the year immediately preceding the sabbatical leave, but to include any salary increases for the classification of the employee in the current salary schedule. Sabbatical leave shall not constitute a year of teaching experience.

10. Cancellation of Leave - Should the Superintendent have evidence at any time that the teacher is not in good faith attempting to earn the required semester hours, or that he is employed full-time or is violating his agreement in obtaining a sabbatical leave, the salary payments shall be discontinued.

11. Service Following Sabbatical Leave - Teachers granted sabbatical leave must serve under contract with the School Board for a minimum of one (1) year following the expiration of their leave. As evidence of indebtedness to the District for monies paid to the recipient during sabbatical leave, the recipient shall execute a promissory note in a form approved by the School Board and in a sum equal to the amount paid by the School Board to such employee during sabbatical leave. Twenty (20) percent of said note and all of the accrued interest for such year will be cancelled and forgiven at the end of each year's consecutive service following the sabbatical leave.

12. In the event the recipient resigns from the District within said five (5) year period, then such event will accelerate the maturity of the entire note, the same as if it had been specified in such note for it to mature on that date. In the event of the recipient's death, disability or dismissal, the balance (principle and interest) due shall be cancelled in full without any further payment.

APPENDIX I
SUMMER EMPLOYMENT VARIATIONS

A. If the work week for the summer session is modified from a normal five-day work week to a compressed four-day work week, the following contractual variations shall apply to Secondary School teachers, Adult Vocational School teachers, bargaining unit administrative office employees, and Bargaining unit 12-month employees:

1. The compressed four day work week shall be Monday through Thursday. When July 4 falls on a Tuesday or Thursday, the work week shall be three (3) days and the week immediately preceding this shall be a five (5) day work week.

2. The full day shall be 9 hours and 22 minutes in length with the required on-site portion of the day to be 8 hours and 30 minutes consecutively. This will include a 30-minute duty-free lunch. Teachers are permitted to leave the worksite during their duty-free lunch. The one-half day will be 4 hours and 41 minutes in length with the required on-site duty portion of the day to be 4 hours consecutively excluding lunch.

3. The student contact time per day shall not exceed 6 hours and 16
minutes. This shall be no more than 3 hours and 8 minutes per one half day.

4. Teachers are entitled to daily breaks of 22 minutes per one half day. The placement of the breaks is at the discretion of the teacher with the approval of the immediate supervisor.

5. Payment for said day shall be computed by taking the teacher’s daily rate, as specified in Article XVIII, C times 1.25. One half of a day will be pro-rated by multiplying the above rate by 0.625.

6. Teachers shall have a daily on-site planning period of at least 30 minutes per full day, or 15 minutes per one half day.

7. Utilization of sick leave and personal leave shall be pro-rated on the hours scheduled per day. A deduction of 9.35 hours will be used for a full day of absence and 4.65 hours for a one-half day.

B. The terms and conditions of employment for teachers working during the summer for specific periods of time in the Elementary Schools, on Writing Teams, in Exceptional Education areas, and other Extended Contracts, except as otherwise specified herein shall be as per contract. The one exception shall be the work week being Monday through Thursday.

C. Teachers working in areas where conditions or programs require scheduling variations as listed in Appendix G shall be employed or shall continue to be employed under the terms and conditions of Appendix G, specifically working a normal five-day week.

D. Teachers working in the summer shall accumulate sick leave using the following formula:

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>Hours Accumulated</th>
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<tbody>
<tr>
<td>0 - 36.75</td>
<td>0</td>
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<td>11.25</td>
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<tr>
<td>257.26 - 333.75</td>
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</tr>
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</table>

E. All other terms and conditions of employment not specifically outlined in this Appendix shall remain unchanged and shall be in full force and effect.

**APPENDIX J**  
**SEVEN PERIOD DAY**

A. The parties recognize that legislative action requires implementation of a seven period day in high schools. Recognizing that this circumstance creates unusual conditions, the parties agree that:

1. In high schools certain teachers may be required to teach six of seven periods.

2. The Board shall make reasonable efforts to minimize the number of high school teachers required to teach more than the standard five (5) periods per day.

3. Teachers required to teach six periods shall not be assigned a duty period.
4. Teachers required to teach six periods because of the legislative changes shall receive an annual salary supplement of one thousand ($1,000) dollars.

5. Because students will be in attendance for longer periods of time a need for additional time up to forty-five (45) minutes beyond the seven and one-half (7½) hour day for scheduled meetings may be required on Wednesdays. For this additional responsibility, high school teachers shall receive an annual supplement of three hundred ($300) dollars.

GLOSSARY

BOARD (OR SCHOOL BOARD)
Shall include, except where obvious by the context, appropriated administrative staff that may be delegated the authority and responsibility to implement this agreement.

BUSINESS DAY
Shall refer to a day that the central administrative offices are officially open for business.

CONTINUING CONTRACT
Refers to the contractual status of a teacher of a continuing nature and shall include a Professional Service Contract of a continuing nature (otherwise known as a PSC).

CORPORAL PUNISHMENT
Shall refer to the moderate use of physical force or physical contact that may be necessary to maintain discipline or enforce school rules.

DAY
Shall refer to a calendar day.

GRIEVANCE
Shall refer to a dispute involving the interpretation or application of a provision or provisions of this contract.

LONG-TERM LEAVE
Shall refer to any leave in excess of twenty (20) duty days except as specified in the Military Leave provisions of this contract.

NON-STUDENT CONTACT DAY
Shall refer to those days when teachers are required to be at work but students are not required to be in attendance as specified in this Contract.

PEER TEACHER
A peer teacher shall be defined as an experienced teacher who holds a valid regular certificate and teaches at the same level, in the same subject area, or the same service area as the beginning teacher, where possible.

PRE-PLANNING AND POST-PLANNING DAY
Shall refer to non-student contact days before and after the student year respectively.
PROFESSIONAL DAY
Shall refer to non-student contact day set aside for professional development.

SENIORITY
Shall refer to the length of time a teacher has served in the District and shall be determined based upon all continuous service as a teacher in the District.

STUDENT CONTACT DAY
Shall refer to days when students are required to be in attendance at school as specified in this contract.

SUPERINTENDENT OR HIS DESIGNEE
Shall refer to the Superintendent or county-level personnel to whom the Superintendent may delegate a responsibility in this contract. “Superintendent” shall be synonymous with this term.

SUPPLEMENTS
A supplemented position is a contracted position in which the teacher earns a supplemental salary for extra duties and responsibilities performed before, during or after the teacher workday.

TEACHER
Shall include all employees of the bargaining unit defined in Article I. Reference to male teachers will include female teachers and vice versa.

TEACHER DUTY DAY
Shall refer to those days that a teacher is required to be at work as specified in this contract.

WORKDAY
Shall refer to non-student contact day set aside primarily for grading and planning. Other duties may not exceed approximately one (1) hour.
INFORMATION ITEM
ORANGE COUNTY PUBLIC SCHOOLS
SICK LEAVE BANK ENROLLMENT/WITHDRAWAL FORM

Name ____________________________
(Please Print)

School or Dept. ____________________________

Position ____________________________

Home Address ____________________________
(Street) ____________________________
(City) ____________________________
(State) ____________________________
(Zip) ____________________________

Date ____________________________

Home Phone ____________________________

ENROLLMENT ( ) I hereby request that I be enrolled as an active
member of the Sick Leave Bank. I understand
that I must initially contribute one day of sick
leave and may be asked to make future contribu-
tions at such time(s) as the Bank's available sick
leave reaches 300 days. I further understand that
membership is voluntary and that donated days will
not be returned except as provided for in the Sick
Leave Bank program.*

TERMINATION ( ) I hereby request that my membership in the Sick
Leave Bank be terminated.

(Signature)

*For additional information on the Sick Leave Bank refer to Article XIX K.,
of the Contract between the School Board of Orange County and the
Classroom Teachers Association, or contact your Work Location Supervisor.

Return to: Orange County Public Schools, Personnel Department
P.O. Box 271, 434 N. Tampa Avenue
Orlando, Florida 32802