



CONTRACT



Between
The School Board of
Orange County, FL
and
The Orange County
Classroom Teachers Association
2007- 08



Language From
Mid-year
Ratification
April 22, 2008

Article IV
Article XVI
Article XVII
Appendix C
Glossary

www.orangecta.org/pdf.ctacontract.pdf
www.ocps.net/es/laborrelations

**UPDATE FOR MID-YEAR RATIFICATION
APRIL 22, 2008**

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*** New language indicated in blue font ***

ARTICLE IV
ASSOCIATION RIGHTS

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

C. Communications

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

5. The Association will provide each site administrator the name of the CTA Association Representative at his/her school within six weeks of the beginning of each school year. Notification will be given of any changes throughout the year.

D. Association Leave

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

E. Information

1. The Board shall provide the Association access to public records not exempted by Florida Statutes at mutually agreeable times and with a staff member present. Copies of said materials, if requested, shall be provided at cost, or as specified elsewhere in this Contract.
2. Three sets of computer printouts per school year of employees and a listing of all employees new to the District shall be provided at no cost per the Association's specifications, provided such is available in the format requested.

3. The parties agree to explore the use of electronic media as a means of improving communications.
 4. The Association shall be provided a copy of each Board agenda packet at the time of distribution to the Board. An effort shall be made to notify the Association regarding any new item added to the agenda which directly impacts the employees and the Association.
 5. The Association shall receive a copy of all materials for general distribution which pertain to employees and to this agreement. Confidential items related to collective bargaining are exempt from this provision. In addition, the Association shall receive copies of all Board publications and an official copy of School Board policies and any revisions of such.
- F. The Superintendent and the Association president shall meet at mutually agreeable times to discuss issues which, through these discussions, could lead to improvement in the school system.
- G. The Association shall be allowed to attend meetings of the trustees of the Orange County Public Schools Employee Benefit Trust, given a place on each agenda, and supplied copies of materials distributed to the trustees.
- H. The Superintendent shall meet with the Association in March of each year to receive input on the budget and facility-related concerns of employees.
- I. The Association shall have the opportunity to provide input prior to any recommended revisions of the district grading policy, attendance policy, and/or Code of Student Conduct.
- J. Mutual Agreements
1. Prior to March 1 of each year, the parties shall meet to discuss tentative school calendars for the following year and attempt to reach mutual agreement. If agreement is not reached, the Board shall establish its calendar using the parameters set forth in Article XV Section B. If the Board anticipates scheduling the end of the first semester at any time other than at the end of Winter Holiday, and/or scheduling the Spring Holiday at any time other than between the third and fourth marking periods, the parties shall meet for the purpose of impact bargaining such change(s).
 2. Before any changes are made in the Supplement Handbook, the Association shall be notified. Upon request by the Association, the parties shall meet to negotiate such changes.

3. The parties agree that selected forms, which are identified in this Contract and required for its maintenance, shall be agreed to and attached to a memorandum of understanding.

K. The District agrees to make a reasonable effort to notify the Association as soon as feasible before changing any school to or from year-round, prototype or charter school status.

L. Any request by the Association for the granting of in-service points for Association-sponsored activities shall be acted upon within 30 days of submission. The request will be judged upon its merits. Denial shall be accompanied by a written reason. Any component submitted by the Association shall be required to meet the established standards for inclusion in the District In-service Master Plan. An employee conducting an Association-sponsored in-service component shall be eligible for payment under the guidelines stated in the Staff Development Instructor Pay Schedule and in accordance with guidelines for eligibility for pay as developed by the Teacher Education Council.

M. Committees and Tasks Forces

1. Standing Committees

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

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

2. Joint Committees

- a. The parties agree to continue a joint Fringe Benefits Committee to discuss current insurance coverages, review alternatives to the current coverages, and recommend improvements in the current coverages relative to benefits and cost. Discussions shall include co-payments, co-insurance, deductibles, out-of-pocket

maximums, annual employee premium increases over 10% and all items outlined in Appendix C.

In addition, the Committee will review and recommend changes in third party administrators and PPO providers, participate in the development of specifications for insurance benefit programs and other contracts prior to their being released for bid,-and review bids prior to the time of awarding contracts.

1. If any products after being offered for three consecutive years (including the introductory year) has less than 5% participation of benefited employees, the product will be discontinued subject to the approval of the Fringe Benefits Committee. Employees enrolled in any discontinued product will be assisted in making a transition during a six month notification period (in the third year). Exceptions are as follows:
 - a) If a product has less than 5% participation, but saves both the district and the employee money, it will be continued (i.e. Flexible Spending Account (FSA)).
 - b) Products that can be purchased at a lower cost through group rates and are not readily available to individuals.
 2. If a product is available in the market place on an individual basis at a comparable cost and benefit structure, it will not be offered by the District.
 3. The joint Fringe Benefits Committee shall be comprised of equal representatives from the Association, the Board, and each of the other recognized bargaining agents within the District.
 4. The joint Fringe Benefits Committee may submit proposed changes in the insurance package to the Superintendent for analysis of both program input and cost, for future use in bargaining. The joint Fringe Benefits Committee shall have no power or authority to agree to any changes in insurance that would require negotiations.
 5. Any changes to the insurance program which are not subject to bargaining but must be approved by the Board, shall require at least a 30-day prior notice to the Committee.
- b. The parties agree to continue a joint safety committee to review current safety rules and practices at the various work-sites, to provide a vehicle for the

handling of complaints, and to determine additional ways for enhancing safety conditions. This committee shall meet bi-monthly beginning in September or within 30 days of ratification, whichever is sooner.

- c. The Career and Technical Education Task Force shall study, review, and make recommendations regarding the restructuring of post-secondary vocational, technical and adult education. The task force shall be composed of equal membership from the administration and the Association. The Board and Association agree to provide the necessary support to the committee activities. Any recommendations concerning contract changes necessary to address issues identified by the task force shall be presented in a report and made available to both parties' bargaining teams by March 30 of each year.
- d. Sick Leave Bank Committee: the Association President shall serve on the Sick Leave Bank Committee.
- e. A budget committee shall be established jointly with the District including representatives from the Superintendent, the Board, and the OESPA and CTA CBLTs. The purpose of this committee is to create an overall awareness of the District's budgetary needs by identifying and sharing priorities from the parties on the committee.

ARTICLE XVI

SALARY

- A. Salaries shall be as set forth in Appendix A, which is incorporated into, and hereby made a part of this Contract and shall be retroactive to the beginning of the current school year.
- B. Step increases shall be subject to the following:
 - 1. If anticipated revenue increases will be sufficient to provide at least double the cost of the step increase, the step shall be paid.
 - 2. If anticipated revenue will be less than that required above, the parties may mutually agree to suspend step increases and negotiate them along with general increases. If anticipated revenue increases will not be sufficient to pay at least 1.25 times the step, the parties shall suspend the step increase and negotiate to apply any available funds to the salary schedule in a more equitable manner.
 - 3. It is understood that the term “anticipated revenue increases” as used herein refers to general fund revenue increases not required to be spent for other purposes, and is calculated based upon per student increases in weighted FTE funding.
 - 4. Nothing herein shall preclude the parties from negotiating adjustments in the incremental differences between steps or in the amounts of the steps.
- C. Differential Pay
 - 1. Credit for Advanced Degrees
 - a. Advanced degree credit for placement on the salary schedule shall be subject to the following:
 - 1. The employee must provide an official college transcript of record showing the award of the earned degree to the Employment Services Department.
 - 2. If the transcript does not indicate the date on which the degree was awarded, the employee must provide additional confirmation of the degree by submitting an updated transcript showing the date of the award, a copy of an official letter from the institution indicating the date the degree was awarded, or a copy of an official diploma from the institution indicating the date the advanced degree was awarded.

in a teacher's contract year/7.5 hours in a teacher's workday x 180 instructional days of instruction in a year, rounded to the nearest one hundred dollars. This amount may be prorated by semester based on the school's academic needs.

For teachers with the additional instructional period before or after the regular student day, the normal teacher load must be completed during the regular student day.

- c. This shall not preclude a teacher whose primary assignment is non-classroom teaching from receiving the supplement in C. 1. above upon approval of the Superintendent's designee.

5. Irregular Schedule Pay

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

- a. Teachers assigned a split shift on a regular basis for a 37.5 hour week including meal breaks shall be paid an additional \$2,520 per year. A split shift shall be defined as a shift that is not continuous.
 - b. Teachers in post secondary schools who are given an additional hour of assigned instructional responsibility per day beyond the normal six hours shall be paid an additional \$3,000 per year.
 - c. Teachers selected for these supplements who have not had a break in service since 1996-97, shall be assured of the applicable amount as set forth above or the amount received in 1996-97, whichever is greater.
- D. The daily rate of pay for teachers shall be determined by dividing their annual salary for their primary contract of employment by the number of duty days specified therein.
 - E. In-service training for a non-duty day will be compensated at a minimum of \$50 per day provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator and the employee.
 - F. Summer session employment shall be paid at the teacher's rate of pay for the fiscal year immediately preceding the summer program

G. Method of Payment

- 1. Employees shall be paid biweekly beginning on the third week of their work year. The number of payments to be issued will correspond to the length of time from the

first to the last duty day in the school year. Two payments per year will be for eight days each and will occur during pay periods where there are no insurance deductions. The remaining payments will be for equal amounts of nine days each.

2. If requested on or before the last day of preplanning, ten-month teachers shall be placed on deferred pay status. These employees shall receive their regular salary in biweekly installments, and their remaining salary shall be paid at the time of the employee's final payment of the year.
3. To the extent permitted by law, and provided employees will not be paid in advance of time worked, payments shall be issued biweekly. When a payday falls on a bank holiday, the payment will be made on the business day prior to the bank holiday.
4. The parties agree to mandatory direct deposit effective for all employees by December 31, 2006. Upon request of an employee, the Board shall provide direct deposit of each of his/her payment to the financial institution of the employee's choice, subject to regulations relating to direct deposit.
5. The Board shall issue payments to employees employed in summer school in equal installments on a biweekly schedule, insofar as possible.
6. Under normal circumstances, supplements will be included in the employee's regular payment.
 - a. Payment for high school winter sports will begin in November and for spring sports in February.
 - b. Payment for middle school sports will begin the month following the beginning of each sport season.
 - c. Up to \$100 of the agribusiness and/or FFA supplements may be held until after completion of all required activities during the month of June.
7. Payments shall be generated in a manner that guarantees privacy.
8. Any payment which must be rewritten due to an employee's absence(s) near or at the end of the work year shall be reissued within one week following his/her last duty day.
9. It is understood that the last payment in the fiscal year may not be distributed until after the final duty day, in which case employees will be expected to make arrangements for either mailing or pick-up of their last check.

- H. If active service is terminated by death, all salary owed at the time of death shall be paid to the employee's designated beneficiary or estate if no beneficiary has been designated.
- I. Employees shall be paid for zero years of experience until such time as verification for experience is received by the Board. Upon verification of experience any adjustment of salary shall be made by the end of the next payroll period. Any salary adjustment for experience credit shall be retroactive to the first duty day of the employee's regular work year, in the fiscal year in which the verification is received.

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

1. Teaching Experience

- a. Credit shall be given for up to 15 years of teaching experience with satisfactory performance evaluations in public or private schools or school systems including college teaching. Military experience may be included within these fifteen years. One day more than the number of days constituting one-half year of another state's regular school year shall be considered as one year of credit. Ninety-nine days of teaching in any one regular school year in Florida shall be considered as one year of credit.
- b. Additional years of experience credit: Per F.S. 1012.33 (3)(f) 4(g), effective January 7, 2003, for instructional personnel hired after June 30, 2001, credit shall be given for each year of full-time public school teaching service earned either in the state of Florida or outside the state and for which the employee received a satisfactory performance evaluation. Experience credit shall be given up to the maximum of the salary schedule as shown in Appendix A.
- c. Instructional personnel shall provide verification of satisfactory performance for all years of experience to the Human Resources Department.
- d. Paid holidays shall be counted in computations which apply to credit for teaching.
- e. Half-time teaching shall be combined for salary credit, i.e., two one-half years or two half-time years equals one year of experience. One-half year of teaching shall be defined as at least 50 but less than 99 days, 50 of which must be continuous duty days, in any regular school year.
- f. Teaching experience credit shall apply to equivalent school employment, such as guidance counselor, media specialist, and curriculum resource teacher.

Working in the position of a four-year degreed permanent substitute in the District shall count as equivalent school employment.

- g. No salary credit shall be given for substitute teaching, graduate assistantships, private nursery school pre-k or kindergarten teaching, unless pre-k kindergarten teaching was a part of an elementary school or school district.
- h. Teachers shall receive no salary credit for teaching for any time prior to being awarded a four-year degree.

2. Work Experience

- a. Up to a maximum of 15 years of work related experience, excluding those years required for certification, shall be granted for salary purposes to those positions requiring work experience for certification and to social workers audiologists, and speech therapists.
- b. Upon initial employment, teachers who fill positions for which work experience may be used or is required for certification, shall be granted either work experience credit (above that used toward certification) or teaching credit, for salary purposes.
- c. Work experience may be combined for salary credit in the same manner as such combinations apply to certification based on work experience.
- d. If a teacher transfers into a position for which work experience may be used or is required for certification, the teacher may apply work experience (above that which would have been used for certification) in lieu of teaching experience for salary purposes. Such adjustment shall be retroactive to the first day of employment of the fiscal year in which the teacher applies for the adjustment.
- e. In no case shall both work experience and teaching experience, as used in conjunction with one another above, be granted for salary purposes if earned during the same calendar year.
- f. Teachers who are certifiable in the critical needs areas of mathematics, science and exceptional education may be granted, upon initial employment, work experience credit. Work experience must be directly related to the position for which the teacher is hired, and documentation must be provided by the teacher for review and approval by Employment Services. Up to five years of work experience credit will be granted upon initial employment. Once the teacher attains professional services contract status, any applicable additional credit, up

to a maximum of 15 years, shall be applied in addition to the immediately preceding credit earned as an annual contract teacher with the District.

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

3. JROTC

- a. It is understood the JROTC instructor will have retired from active military duty.
 - b. The following procedures shall apply to initial placement on the salary schedule:
 - (1) The difference between the active duty pay and the retirement pay will be calculated.
 - (2) If that amount falls between two steps on the salary schedule, placement will be at the higher step.
 - (3) If that amount falls below step 4, placement will be at step 4.
 - (4) If that amount falls above step 15, the employee shall be paid the difference between the active duty pay and the retirement pay and frozen at step 15 until such time as step 15 meets or exceeds that amount.
 - c. Any movement on the salary schedule in subsequent years shall be in accordance with the movement of other bargaining unit members, which is contingent upon negotiated contractual provisions.
 - d. The parties recognize that should any of the above provisions be held to be contrary to law, Article II.E. shall apply.
4. If there is no step increase for a given year, a new employee shall be placed on the salary schedule as if s/he had become employed with the District at the time the previous ratified contract was in place, based on his/her outside teaching or work experience at that time.
5. Former teachers who are rehired shall be subject to the above provisions. Teachers who left at step 15 or greater shall be placed on the salary schedule as if there had

been no break in service, except that former employees who are re-hired after retiring under any Orange County Public Schools retirement incentive shall be placed on the salary schedule at step zero.

- J. Salary adjustments for administrative mistakes in granting salary credit shall be retroactive. The retroactive period for back pay shall include the current year and up to a maximum of five previous years. The employee shall receive back pay, once s/he has brought the matter to the attention of the Employment Services Department, at the end of the next payroll period. If an employee has been overpaid, an adjustment shall be made at the end of the next payroll period, and arrangements shall be made whereby the employee may take a period of time, up to the end of that school year, to reimburse the Board for such an overpayment. In extreme cases, the time may be extended. Except in cases where an employee knew or should have known of the overpayment, the total amount due for an overpayment on the salary schedule shall only be retroactive to the beginning of the school year in which the over payment was discovered.
- K. An employee shall be responsible for providing documentation of academic degrees and experience for salary purposes to the Employment Services Department.
- L. A PSC/CC teacher's salary may be frozen if identifiable less than satisfactory performance exists. The following procedures shall be used:
 - 1. The administrator shall notify the teacher in writing of the less than satisfactory performance, including specific examples. Notification shall occur prior to the beginning of the second semester.
 - 2. A conference shall be held between the administrator and the teacher within ten duty days to review the matter. A specific written plan, including reasonable timelines, shall be developed by the administrator to assist the teacher in improving performance.
 - 3. Within ten duty days of the development of this plan, the teacher may request an independent review of the matter by the applicable associate superintendent.
 - 4. Failure to demonstrate significant improvement prior to one month before the end of the teacher's work year may result in a recommendation by the administrator for retention of the teacher on the salary schedule.
 - 5. The Superintendent shall make a decision for retention on the salary schedule prior to the end of the teacher's work year and shall so notify the teacher in writing, with a copy to the Association
 - 6. The teacher shall be entitled to Association representation throughout this procedure.

7. Such freezing of a teacher's salary shall not be used two years in a row, unless the provisions of Article XII Section C, have been initiated.
- M. The parties agree to provide financial incentives and rewards to teachers in identified Title I schools that serve a student population with 90% or more students on free and reduced lunch. The purpose of the pilot is to attract and retain qualified and effective teachers. The parties agree to enter into this pilot program, beginning with the 2006-2007 school year, for a period not to exceed three years. Specifics are delineated in Appendix A-4.

ARTICLE XVII
FRINGE BENEFITS

A. Health Insurance

1. The Board agrees to provide, a health insurance program with various health plan options through the Orange County Public Schools Employee Benefits Trust. This plan will be provided at no premium cost to full-time benefited employees, if the annual employee premium insurance increase is 10 percent or less. Fifty percent of the cost will be paid by the Board for half-time employees who elect coverage. One plan will be equal to or better than the current health insurance plan. Annual individual premium cost increases exceeding 10% over the prior year may require plan changes to maintain a no cost (to the employee) health plan option. (Also see Appendix C.) Other health insurance plan options may be provided with some employee premium cost sharing.
2. The program shall include hospitalization, emergency services, general medical services, and prescription drugs, and may differentiate between in-network and out-of-network coverage as specified in the Plan Document and Appendix D. Appendix D shall hereby be incorporated into and made a part of this Contract.
 - a. The program shall include a plan with a contracted provider network, (an HMO and/or PPO type).
 - b. Mental health and chemical dependency benefits may be offered through a contracted provider network, subject to provisions spelled out in the Plan Document.
 - c. In situations of severe personal injury or life-threatening illness, a case management review may be required after a review by a medical panel as set forth in Appendix C Section G.
 - d. Compliance with pre-certification and utilization review programs shall be required.
3. Employees shall be responsible for payment of all specified deductibles, coinsurance and co-payments and premium costs as specified in the Plan Document.
4. The effective date of health plan insurance for a newly hired employee shall be the first day of the month following 63 days from the date of hire.

5. Health plan insurance coverage shall terminate at the end of the month in which employment terminated or during any unpaid leave of absence when premium payments have not been made, except that coverage shall continue through August 31 if a ten-month employee resigns or retires at the end of the previous school year.
6. An employee may apply the Board's contribution toward employee-paid family coverage of health insurance available through twice monthly payroll deduction.
7. If an employee and his/her spouse are both employees of the Board, the Board agrees to combine their health insurance contributions and apply the same toward family coverage.
8. The Board shall provide health insurance at no cost to employees who are on leave of absence under the Family and Medical Leave Act of 1993, to the extent required by law.
9. Comparable health insurance plans shall be made available, subject to normal limits imposed on such benefit plans, to employees upon retirement. The cost of the premium shall be borne by the retiree

B. Alternatives to Health Insurance

1. The Board agrees to provide, at no cost to employees, alternatives to health insurance, as set forth in Appendix C Section H.
2. Eligibility for an alternative shall require that the employee has group health insurance from another source.
3. An employee may re-enroll in the health insurance program subject to the normal waiting period for new employees. The waiting period may be waived if unusual circumstances arise resulting in the employee having no group health insurance coverage.

C. Life Insurance

1. The Board agrees to provide, at no cost to the employee, a term life insurance policy with accidental death and dismemberment coverage, equal to the employee's annual base salary.
2. In the event a beneficiary has not been designated by the employee, the Board shall pay the benefits under the policy equally to members of the first of the following surviving classes: spouse, children, parents, siblings, and executor or administrator.

D. The Board agrees to provide employees with the use of payroll deduction for obtaining disability insurance, flexible spending accounts, universal life insurance, and additional term life insurance and any other insurance products mutually agreed to by the parties; however, the total cost of the premiums shall be borne by the employee.

1. Universal life insurance coverage shall be available for the employee and/or spouse from a minimum amount of \$10,000 up to the maximum provided in the policy document in \$10,000 increments to the maximum of the policy.
2. Additional term life insurance coverage shall be available up to a maximum of \$10,000 for the teacher's spouse and up to a maximum of \$5,000 for each child depending upon the teacher's annual salary.

E. The Board shall provide for the purchase of additional benefits through the provisions of IRS Section 125. If significant changes are made in these plans offered by the District, employees shall be given an opportunity to change enrollment in benefit programs in accordance with Federal regulations. Programs offered may include, but shall not be limited to, dependent medical, life, dental, and vision insurance plans and flexible spending accounts.

F. The Board shall provide free payroll deductions for up to two tax-sheltered investments, the Central Florida Educators Federal Credit Union accounts, the U.S. Savings Bond program and the IRS Section 125 program. At the time of deduction, funds shall be transmitted to the appropriate agency, unless otherwise prohibited.

G. **Terminal Pay**

1. Per F.S.1012.61(2) 4, upon retirement an employee shall receive terminal pay equal to his/her daily rate of pay multiplied by the number of days of accumulated sick leave, according to the following formula:

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

- a. Effective July 1, 2008, employees may use cumulative years of service for calculation of terminal pay if, when rehired by the district they remain employed immediately pre-ceding retirement, for at least five years.
 - b. Consecutive years of service will be used for calculation of terminal pay in all other situations.
 - c. An employee who retires under the disability provisions of the Florida Retirement System or Teacher Retirement System shall be eligible for terminal pay as specified in this Contract.
- 2. Employees will (a) notify Employment Services in writing on or before April 1 of the fiscal year in which s/he is retiring and (b) work at least 45 duty days during that fiscal year. The Superintendent may waive the above requirements in unusual circumstances. The Superintendent may waive the above timelines in mitigating circumstance.
- 3. The Board agrees to provide terminal pay to the employee's designated beneficiary, or to the estate of the employee if no beneficiary has been designated, if active service is terminated by death. Active service shall include an employee on Board-approved leave.
- 4. Terminal pay shall be made available within 30 duty days of the date of retirement, or on a mutually agreed upon date.
- 5. An employee who is laid off shall be compensated for his/her accumulated sick leave according to the formula in Section 1. above, if requested by the employee.
- H. A twelve-month employee who leaves his/her employment for any reason shall be paid for all of the annual leave accrued through his/her last workday. Payment shall be made within 30 duty days.
- I. Employees shall be covered by Workers' Compensation as provided by law.
- J. Employees shall be eligible for participation in the Orange County Public Schools Employees Sick Leave Bank, which rules and procedures are set forth in Appendix D.
- K. Expenses
 - 1. An employee assigned to more than one work-site shall have one work-site assigned as his/her base school, and shall be reimbursed for all mileage excluding the round trip mileage from his/her home to his/her base school.

2. An employee who is authorized and required to use his/her automobile in the performance of his/her assigned duties shall be reimbursed at the maximum rate permitted by Florida law. Said employee shall also be reimbursed for tolls paid upon submission of receipts for same.
- L. Free off-street parking facilities shall be provided for employee use at each school. Employee and student parking at high schools shall be separate.
 - M. All employees with proof of employment along with picture identification or an O.C.P.S. picture identification may attend all school activities in which pupils participate, free of charge, unless otherwise prohibited by a regulatory agency.
 - N. The parties support an ongoing program of employee assistance, recognizing that chemical dependency, mental and/or health problems and other problems of a personal nature may contribute to misconduct and/or a decline in job performance. As such the parties will continue cooperative efforts in providing an Employee Assistance Program. The Board shall continue to provide basic funds for the continuing operation of the program.
 - O. The Board agrees to make a reasonable effort to maintain the Institute for Professional Development to serve as a confidential resource for teachers.
 - P. The parties agree to participate in a mandatory plan for all employees to shelter a portion of their sick leave pay out at retirement.

APPENDIX C

HEALTH INSURANCE COVERAGE

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

1. Deductibles shall be as follows:

Annual Base Salary	In-Network Individual*	Out-of-Network Individual*	Plan Annual Out-of-Pocket Maximum**	
			In-Network Individual	Out-of-Network Individual
To \$10,000	\$100	\$200	\$1,000	\$2,000
\$10,001 - \$20,000	\$225	\$350	\$1,500	\$3,000
\$20,001 - \$40,000	\$250	\$400	\$2,000	\$4,000
Over \$40,000	\$400	\$600	\$2,500	\$5,000

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

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

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

2. In the PPO-like product in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 60 percent of the in-network fee schedule.
3. In both the PPO-like and HMO-like product the contracted provider network shall require a \$15 co-payment for each Primary Care Physician visit.
4. A prescription plan shall be provided at a \$10 charge for generic drugs for a 30-day supply and a \$20 charge for formulary drugs for a 30-day supply, and a \$50 charge for non-formulary drugs for a 30-day supply at participating network pharmacies. Maintenance medications must be purchased by mail order or the employee shall be charged the full cost of the medication. Employees using out-of-network pharmacies for prescription drugs will pay the co-pay plus the difference in cost

between out-of-network and network cost to the plan (excluding maintenance medications which must be purchased at mail order).

5. In both the PPO-like and HMO-like product hospice treatment in-network co-insurance shall be 80 percent and out-of-network co-insurance shall be 60 percent of the fee schedule.
 6. Second opinions are covered as outlined in the plan.
- B. Medically necessary home health care services shall be provided through a contracted provider network as specified in the plan.
 - C. In both the PPO-like and HMO-like product child-care health supervision services in network shall be \$15 per visit.
 - D. A non-deductible mammography benefit shall be provided.
 - E. The daily room rate allowance shall be at least \$175 for out-of-network hospitals.
 - F. A pre-certification/utilization review program will be utilized, requiring the submission of a written form to the Third-Party Administrator five working days prior to non-emergency surgery (in- or out-patient). Concurrent review will be performed during admission to a hospital. Pre-certification will be mandatory for non-emergencies and could result in a reduction in covered benefits if not followed. The Third-Party Administrator (TPA) must be contacted within 24 hours following any emergency admission.
 - G. In cases involving life-threatening illnesses where the recommended experimental or investigative treatment or procedure is not covered by the Plan Document, a case management review may be requested by the affected employee.
 1. Such requests shall be referred to a medical review panel to review the recommended alternative experimental or investigative treatment or procedure. The five members of the panel shall be: a representative from the Association, a representative from the Board and three medical representatives agreed to by the parties. The Association and the Board representatives shall have no voting power. These five panel members shall mutually agree on other panel members from medical specialties who might be needed to resolve each special case.
 2. An experimental or investigative treatment or procedure may be recommended by the panel if all of the following criteria are met:
 - a. The illness is life-threatening

- b. The experimental or investigative treatment or procedure is recommended as having merit by a licensed board-certified specialist, in lieu of conventional medical procedures recognized by a national medical authority such as (but not limited to) the National Institute of Health, the American Medical Association, or the Food and Drug Administration.
 - c. The experimental or investigative treatment or procedure is conducted by a JCAHO accredited hospital and a licensed board-certified specialist.
 - d. The experimental or investigative treatment or procedure is recognized as having merit by national medical experts.
 - e. The affected employee must fit the provider's qualifications to be a candidate for such treatment or procedure.
 - f. The affected employee is fully informed of the treatment or procedure and acknowledges that the treatment or procedure is experimental or investigative.
 - g. The affected employee requests to participate in the treatment or procedure after analyzing the benefits and the risk.
3. The panel shall make a case management recommendation to the Trustees for final action. The Trustees may reject the recommendation if it does not meet the above criteria. The panel shall meet, deliberate and recommend and the Trustees of the Benefits Trust will take final action in an expeditious manner.

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

- 1. A \$225 per day in-hospital indemnity plan, an additional \$10,000 term life insurance policy, and the prescription plan outlined in Section A.4. above, or
- 2. A disability program providing an eligible benefit (based on the teacher's annual salary) not to exceed \$1,200 per month and vision insurance.

GLOSSARY

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

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

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

Assistance Plus Schools – Schools receiving a state assigned letter grade of ‘F’ for more than once during a four year period. To be removed as an Assistance Plus school, a school must maintain a state assigned letter grade of ‘C’ or higher for 5 consecutive year.

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

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

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

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

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

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

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

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

Day - A calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Retirement – Early Retirement:

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

FS 121.021 (30)

FRS Investment Plan Members: Employees that are at least age 59½ with six years of creditable service or at least 30 years of creditable service, regardless of age.

Retirement - Normal Retirement:

FRS Pension Plan Members: Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age that apply for and receive distributions.

F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

FRS Investment Plan Members: Six (6) years of service and age 62 or at least 30 years of creditable service, regardless of age and eligible to receive distribution.

F.S. 121.021(29) (a) 1. 2. and F.S. 112.0801

Retirement – Vesting: The guarantee that a member is eligible to receive a future retirement benefit upon completion of the required years of creditable service for the employee’s class of membership, even though the member may have terminated covered employment before reaching normal or early retirement date.

(pension plan six years or investment plan one year for regular class)

F.S. 121.021 (45) (a)

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

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

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

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

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

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

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

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

Teacher - A certified employee of the bargaining unit.

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