

CONTRACT

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

AND

THE OSCEOLA CLASSROOM TEACHERS' ASSOCIATION

2003 - 2006



2004-2005 Edition

Tentative Agreement, July 15, 2004

Ratified by OCTA, August 17, 2004

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**Blaine A. Muse
Superintendent**

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PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 30TH DAY OF AUGUST, 1985 BY AND BETWEEN THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA, HEREINAFTER CALLED THE "BOARD", AND THE OSCEOLA CLASSROOM TEACHERS ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Osceola County is the primary goal of the Osceola County Public Schools, and,

WHEREAS, the Board and the Association recognize that it is the responsibility of the Board to approve the educational and operational policies that are essential to the public educational programs and that the Association represents the teaching personnel, who are engaged in providing educational services, and,

WHEREAS, the Association, as the certified and exclusive agent and representative of teaching personnel, and the Board have agreed to bargain in good faith in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit, and,

WHEREAS, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Contract, and,

IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS, IT IS HEREBY AGREED as follows:

ARTICLE I

RECOGNITION AND DEFINITIONS

The Board recognizes the Osceola Classroom Teachers Association as the exclusive and sole bargaining agent for the following unit of employees as described in the certification instrument (Case No. 3II-RA-754-1003; Certification No. 18) issued by the Public Employees Relations Commission on the 9th day of April 1975.

Unit: The term "Teacher" when used in this Contract shall refer to all teachers who are regularly employed certificated personnel except those specifically excluded.

Included: Certified classroom teachers, guidance counselors, librarians, occupational specialists, consumer education resource teachers, PREP specialists, curriculum assistants (full or part time), attendance assistants (full or part time), homebound teachers, staffing specialists.

Excluded: Superintendent, Deputy Superintendent for Instruction, Deputy Superintendent for Personnel Services, Administrative Assistant, Director of Early Childhood and Elementary Education, Director of Middle Schools and Secondary Education, Director of Support Services, Director of Staff Development, Director of OCC Education, Director of Exceptional Student Education, Director of Finance, Director of Planning and Evaluation, Director of Student Services, Assistant Director of Finance, Director of Purchasing, Manager of Data Processing, Director of Special Programs, Coordinator of Media, Coordinator of Transportation, Coordinator of Maintenance, Coordinator of Food Services, Principals, Assistant Principals (full or part time), School Psychologists.

The term "Board" and "Association" shall include authorized officers, representatives and other agents of either.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 The School Board agrees to enter into negotiations with the Association over a successor Agreement no later than May 15 of the calendar year in which this agreement expires. Agreements so negotiated will be reduced to writing and signed by both the Board and Association.

2.02 During negotiations, the Board and the Association will present data, exchange points of view, and make proposals and counter proposals. Either party may, if it so chooses, utilize the services of outside consultants to assist in the negotiations. The Board will make available to the Association budgetary data to which they are entitled under Florida Statutes as soon as it is made available to the Board. Representatives of the Board and the Association will be empowered to reach tentative agreement on items being negotiated.

2.03 The Board agrees not to negotiate directly with teachers, rather than the Association. The Board further agrees not to negotiate or otherwise deal with any other organization(s) purporting to represent teachers during the term of this Agreement.

The Association agrees to negotiate directly with the designated Board negotiating team and not with the individual members of the School Board. Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practicable.

2.04 Should impasse occur during negotiations, the impasse procedure in Chapter 447, Florida Statutes, shall apply. Neither party shall reject mediation if requested by the other providing that a reasonable period of negotiations has transpired.

2.05 Times for bargaining sessions will be mutually agreed upon by both parties. If bargaining meeting between the Board and Association are scheduled during the teacher duty day, members of the Association's bargaining team shall be relieved of their regular duties. Substitutes shall be provided by the Board.

ARTICLE III

FACULTY STEERING COMMITTEE

- 3.01 The steering committee may be established in a school for the purpose of considering various areas such as, but not limited to, student discipline, faculty meetings, school rules, and health and safety items. It is understood that the committee shall act in an advisory capacity to the principal.
- 3.02 A steering committee will be created if the majority of the teachers in a school determine by secret ballot that such a committee would be appropriate to their needs. The Association Building Representative shall be in charge of said election. Any steering committee thus created shall consist of not less than five (5) nor more than ten (10) teachers elected by secret ballot.
- 3.03 The steering committee may meet during the regular duty day at such times as committee members have no student contact. The steering 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.

In order to conduct business, it shall be necessary that a majority of the steering committee be present.

ARTICLE IV

ASSOCIATION AND TEACHER RIGHTS

- 4.01 The agreements in this Contract shall supersede any rules or regulations of the Board if such rules or regulations are contrary to or inconsistent with the terms recorded herein. Within budgetary limitations, this Contract shall not be interpreted or applied to deprive teachers of any professional advantage.
- 4.02 The Association and its representatives shall have the right to the use of the school buildings for meetings provided that a written request has been made to the school principal for scheduling purposes. Representatives must be accompanied by a member of the Association. If any special non-instructional personnel services are necessary over and above their normal services because of such meetings, the Association shall be billed for any actual costs of such services, including any applicable overtime pay expended.
- 4.03 The Superintendent or his designee shall meet with representatives of the Association, whenever reasonably requested by either party, to discuss matters relating to the implementation of this contract and educational policy. Other matters may also be discussed upon mutual agreement. Attendance at these meeting shall consist of no more than six (6) people -- three (3) from each party. These meetings will in no way bypass the negotiations or grievance procedures.
- 4.04 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
- (1) Lunch Period.
 - (2) Time before and after the student day.
 - (3) Times when teachers are not responsible for the direct supervision of students. If the representative is not employed by the school, upon arrival at the school, he/she shall first report to the principal's office for the purpose of making such arrangements as the principal or his designee deems necessary to avoid interference with the school program or with teacher assignments.
- 4.05 The Association shall have the right to equal use of the school system's mail services, including teacher mailboxes, for communication with teachers. The Association office shall be a stop on the Board's mail service routes. The Association shall encourage all teachers to use the District's electronic mail system in a professional and responsible manner.

- 4.06 The Association shall have the right to use the school's equipment including typewriters, mimeographing machines, ditto machines, calculating, copying and computing machines and audio-visual equipment. The Association shall provide its own materials and supplies. The Association shall arrange the use of this equipment with the supervisor in charge in order to avoid interfering with the school program. The president or his/her designee shall be the only ones to use the county machines. The Association agrees to pay \$150.00 annual service fee for the usage of these school and county machines.
- 4.07 The Board agrees to furnish copies of any Board-related public documents reasonably requested by the Association at the cost established in the Xerox printing schedule, "Outside Copying-In-School Personnel". The term "In School Personnel" shall be applicable only to Xerox printing. The Board further agrees to provide the Association public documents supplied to the press in connection with Board meetings, plus a copy of the Board agenda and supplemental packet, (excluding employee application and reference forms) upon publication, without cost. In addition, the Board shall provide the Association access to all public records not exempted by Florida Statutes within one working day of such request. Two copies of the school system directory will be supplied to the Association without cost no later than ten (10) days following the first teacher pay day. The Association may obtain additional copies by bearing the cost of printing charges.
- 4.08 The Board will provide the Association with the names and addresses of all new teachers and all retiring teachers as soon as the data are available.
- 4.09 The Board agrees to make Credit Union deductions from teachers' salaries as requested by the individual in writing. Change(s) in such deduction(s) will be made provided written notification from the Credit Union is submitted to Board Payroll Department according to the Board approved Master Pay Date Schedule. This provision shall not apply to new enrollees. Said deductions shall be transmitted to the Credit Union as soon as practicable. However, the check will be available the day of deduction.
- 4.10 The Association as bargaining agent shall be granted all rights and privileges as set forth in the Statement of Recognition by PERC and the Public Employee Relations Act, Florida Statutes 447. The rights granted to the Association herein are for its exclusive use and for no other organization purporting to represent teachers.
- 4.11 Any medical expenses incurred by a teacher for physical examinations, inoculations, and tests that may be required by the School Board and not required by State Statutes shall be borne by the Board.

- 4.12 Upon appropriate written authorization from the teacher, the Board shall deduct authorized sums from the salary of any teacher and make proper remittance for any payroll deduction program approved by the Board.
- 4.13 The Board agrees to provide professional development opportunities through the Professional Development Department and operate it within the provisions of Florida Statutes. (08/21/01)
- 4.13-1 Teacher members of the Professional Development Council shall comprise the majority of the Council. The Association shall recommend teacher members of the Council to the Superintendent for appointment by the Board. Such recommendations shall contain at least twice as many names as vacancies to be filled. (08/21/01)
- 4.14 The Association shall be allowed to provide a bulletin board in each school for its use in the faculty lounge, provided that it shall not cover over nine (9) square feet of space, and the location of such bulletin board shall be mutually agreed upon between the Association and the principal. When space has been furnished in the past, it shall continue to be furnished, provided that this does not make more than one bulletin board set aside in that school for Association business.
- 4.15 Dues Deduction: The Board shall deduct from the pay of each teacher all membership dues of the Osceola Classroom Teachers Association, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the teacher.
- 4.15-1 Prior to August 1, the Association will notify the District of the specific amount of dues deduction. Such dues shall remain constant for the fiscal year (July 1 to June 30). (08/21/01)
- 4.15-2 Any teacher may authorize dues deduction by presenting an authorization card to the Board.
- 4.15-3 Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Association. The revocable authorization for dues deduction will be effective thirty (30) working days from the date the written request is received by the Board.
- 4.15-4 All dues deduction by the Board shall be remitted to the individual designated in writing by the President of the Association the same working day of the deduction.
- 4.15-5 The Association shall indemnify and save harmless the Board from all claims, demands, suits, and costs, including reasonable attorney's fees, incurred in

connection with the administration of this item, provided the Board acts in compliance with its dues deduction obligations.

4.15-6 The Board will not collect any fines, penalties, or non-uniform assessments on behalf of the Association.

4.15-7 The Association will not be assessed a service charge for cost incurred by the Board in order to provide any dues deduction requested by the Association pursuant to Florida Statutes.

4.16 The Board will establish fifty (50) days per year with pay, for the Association to use for annual conferences. Withdrawal of days shall be by notification from the Association President to the Superintendent or his designated representative at least five (5) working days (except in cases of emergency) in advance of the leave. The Association shall provide at least fifteen (15) working days notice when submitting a request for the release of fifteen (15) or more teachers for a single event. Notification shall include the names of the teachers to be granted leave and, except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each teacher for whom leave is to be granted shall apply to his/her respective principal in accordance with the same five (5) working day time limit. (08/21/01)

4.17 Any individual contract between the Board and a teacher shall be consistent with the terms and conditions of this contract.

4.17-1 Short-term contract

1. A short-term contract shall be defined as a contract given to a teacher other than one on annual contract, continuing contract or professional services contract. Such contract shall specify a beginning and ending date of employment and shall be for a period less than the ten (10) month school year.

Examples of situations when short term contracts may be utilized include, but are not limited to, contracting a teacher replacing a teacher on a duly approved leave or filling a position in which insufficient time exists for the teacher evaluation process to be fulfilled.

2. All teaching positions shall be filled with teachers holding an annual contract, continuing contract, professional services contract or a short-term contract. This provision is not intended to restrict the Board's utilization of substitute teachers.

4.18 When the Board is aware of an investigation of a teacher by the Educational Practices Commission and/or Department of Family and Children Services, the Board shall notify the teacher immediately as allowable by law.

- 4.19 Nothing contained herein shall be construed to deny or restrict to any teacher rights under Florida School Laws or other applicable laws and regulations.
- 4.20 The Association president or designee shall be released to attend any Board meeting held during the school day, provided the president or designee notifies his/her principal at least one (1) day in advance of the meeting. The president shall be allowed to attend emergency called meetings.
- 4.21 Any involvement of the School Board in the private or personal life of the teacher shall remain within the scope of the Florida Statutes. Teachers shall report to the District reports of child abuse, abandonment or neglect only as it relates to their employment. (11/05/03)
- 4.22 The Association shall be provided two (2) hours of released time during pre-planning in order to sponsor an activity for Association representatives and teachers new to Osceola County. The Board agrees not to schedule any meetings involving teachers during this time period. The date of said activity may be determined by the Association and submitted in writing to the Superintendent for his approval. (08/21/01)
- 4.23 All teachers shall be guaranteed due process and no disciplinary action shall be taken without just cause.
- 4.24 Teachers may resign their position at any time during the year. The resignation of a teacher will be effective ten (10) working days from the next advertised posting after notice is filed with the Superintendent. The resignation form is attached to this contract as Appendix D.
- 4.25 The Superintendent shall place on the Board agenda of each regular or special Board meeting any matter brought to its consideration by the Association provided those matters are made known in writing to and discussed with the Superintendent ten (10) working days prior to a regular meeting and seventy-two (72) hours prior to a special meeting. The above does not preclude the Association from presenting information items of an urgent nature to the Board as long as the Superintendent is notified by written request prior to the opening of the meeting.
- 4.26 The Board shall notify the Association prior to the adoption by the School Board of new programs or changes in Board policy in order that the Association will have the opportunity for input on said matters.
- 4.27 All teachers shall have the right to Association representation, when requested by the teacher, at all meetings with the teacher concerning his/her job. A teacher

may request three (3) working days to contact and obtain representation for the meeting.

4.28 The Board and the Association agree that any improvements in conditions of employment that are over and above those contained in the existing contract shall be negotiated prior to implementation.

4.29 Teachers shall comprise the majority and serve on the insurance, testing, discipline, textbooks, curriculum, building and other committees mutually agreed upon. Teacher members shall be appointed by the Association. Teachers serving on these committees will receive no less than five (5) days notice prior to a meeting, whenever practicable. Teachers serving on these committees will receive no additional compensation when such committees meet outside the regular workday. Efforts shall be made to schedule meetings within the regular teacher workday.

4.30 A teacher will be informed in writing of any major change in his/her primary teaching assignment for the next year no later than five (5) days before the end of the student school year. Changes shall not be made in an arbitrary or capricious manner. Subsequent changes identified and necessary due to changes in student needs or staff will also be done in writing promptly to the teacher by the Principal. A teacher may request and will be notified of the changes that require any alteration in assignment.

4.31 When it is necessary for the Association President or his/her designee to engage in Association activities directly relating to the Association's duties as representative of the certificated professional personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Association's representatives shall be allowed up to a maximum of five (5) days charged to temporary duty elsewhere (TDE) with pay. Request must be submitted seven (7) working days in advance. The advance notice may be waived by the Superintendent in emergency situations. The Association shall reimburse the Board for all salary and benefits paid pursuant to such temporary duty (TDE).

4.32 The Association faculty representative may request of the principal, or his/her designee, to be placed on the agenda at faculty meetings to present brief reports and announcements.

4.33 The Association Building Representative and Board of Directors may leave school at the end of the student day to attend scheduled Building Representative meetings provided the teacher signs out to fulfill this obligation.

4.34 No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates as long as the wearing of such apparel does not prove disruptive or detrimental to the education process.

- 4.35 The Board and the Association agree they will not discriminate in the application of the provisions of this Agreement by reason of race, creed, color, sex, national origin, or age.
- 4.36 The Board recognizes the right of teachers to outside employment to improve themselves financially, provided that it does not interfere with their teaching responsibilities.
- 4.37 Any teacher suspended, pending the outcome of a dismissal or discipline hearing, shall, upon the order to reinstate, be made whole.
- 4.38 The Board shall execute individual contracts with annual contract teachers within twenty (20) working days of their employment with this district, provided the Master Agreement has been ratified. Each individual teacher contract when tendered to the teacher, shall be signed by the Chairperson of the Board and the Superintendent.
- 4.39 New teachers shall sign the loyalty oath that is prescribed by law.
- 4.40 The principal of each school shall discuss with any teacher or group of teachers any item of this Contract for the purpose of clarification. Appointment shall be made by mutual agreement.
- 4.41 Teachers appointed by the Association shall serve on a building committee to recommend remodeling and future building construction. The principal shall determine the number to serve on the committee.
- 4.42 No teacher shall be required to accept extracurricular assignments as listed in Appendix C.
- 4.43 A teacher on annual contract shall be notified in writing by the Principal of his respective school on or before one week after the conclusion of the regular legislative session if he or she will not be recommended for a contract for the ensuing year.

ARTICLE V

TEACHING CONDITIONS

- 5.01 Adequate and up-to-date teaching materials, and the maintenance of audio-visual equipment, are a responsibility of the Board and will be provided within budget constraints. Teachers shall be consulted regarding the selection of teaching materials. Teachers shall not be required or expected to provide personal property for school or student use.
- 5.02 Typing, duplicating equipment, computers and/or services of such equipment will be available on a reasonable basis to all teachers in all schools for the purpose of production of materials for use in the classroom or teacher assignment directly related to the business of the district. The teachers and the school shall mutually determine how the equipment, or services of such equipment, shall be used. A copy of the procedure shall be posted.
- 5.03 The Board shall provide smocks and/or safety glasses or face shields in areas where teachers are subject to excessive amounts of grease, dirt, chemicals, art materials and similar agents. All requests shall be submitted through the principal.
- 5.04 Teachers will be provided with a desk and a workable file cabinet as budget allows. When practicable, teachers will be provided a quiet planning area in which to work. When lockable storage space is considered necessary, an appropriate solution should be developed through the appropriate school level committee available and the principal.
- 5.05 When space and facilities are available, teachers shall have a lunchroom area, a lounge, and separate restroom facilities for their use. In schools where the facilities have been provided in the past, they shall continue to be provided. Students shall not use these areas under normal circumstances. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge, it shall be the responsibility of the school's custodial staff to clean on a regular basis as scheduled by the principal.
- 5.06 When school is not in session, teachers may be given reasonable access to the building by arranging such access with the school principal in advance.
- 5.07 The Board will keep all rooms, which are used for instructional purposes or preparation, clean and free from health and safety hazards. Each principal will take necessary steps to maintain the heating and cooling systems. Priority will be given to rectify schools with documented poor indoor air quality including mold.

Teachers will report any health or safety hazards to the principal. When notified, teachers will immediately correct health or safety hazards they have caused.

(08/21/01)

5.08 The Board agrees that planning time is essential and will grant to those teachers engaged in daily classroom instruction, planning time appropriate to the instructional program at each school. Normally such planning time shall continue to be equal to at least one (1) regular period of instruction of middle and high school or at least equal to forty-five (45) minutes per day in elementary school. The Board and Association recognize unique schedules constructed with teacher involvement and approval may vary from the norm.

5.09 Elementary teachers shall not be required to remain in the classroom when a special area teacher (art, music, P.E. etc.) is conducting their class. This time should be utilized as a planning period.

5.10 The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Both parties agree that arranging work schedules is a function of the administration. The administration agrees to review the work schedules of all teachers to eliminate any significant interference with the teacher's work schedule. Both parties also agree that supervision of students is part of the teacher's instructional responsibilities during the regular work day. Teachers will not be required to ride buses or perform custodial functions. (08/21/01)

5.11 While teachers may be required to collect money from students in connection with school programs, teachers will not be held responsible for such money unless loss thereof is due to the teacher's negligence. Such collections made during the school day shall be accepted in the school office at least until the end of the teacher's work day. Collections should be turned in to the school office as soon as possible. In all cases when money is handled by teachers, they shall comply with School Board Internal Account Rules. Teachers will be provided a copy of the School Board Internal Account Rules and training will be made available prior to collecting any money.

5.12 The Board agrees to reimburse teachers for all required courses mandated by the Superintendent and the Board, including courses required by the state where a teacher has been assigned out of field, unless such assignment was made at the request of the teacher. However, this provision for reimbursement shall not apply in the case of courses taken as required for certificate renewal, nor for certification in other subject areas upon the volition of the teacher. It shall be the teacher's responsibility to maintain current certification. The district will offer ESOL classes during the Wednesday early release days and/ or in-service days, and other times as agreed to at individual worksites. (09/05/00)

5.13

Summer School

In order to be eligible for summer school positions, a teacher shall have been employed by the Board in the preceding regular ten (10) month term and have been re-employed for the following school year. Teachers employed for the summer school session shall not earn sick leave but may utilize accumulated sick leave.

In making assignments to summer school, instructional positions will be determined by the principal. Teachers who desire a summer school position shall apply by completing a District Form and submitting it to their principal by a date determined by the Human Resources Department. The principal will hire the best qualified teachers from the applications submitted.

The principal will make available to the faculty by the second week of May a list of their selections pending enrollment. A teacher may request to meet with the principal regarding the reasons that s/he was not best qualified.

If an applicant feels that a less qualified teacher was selected, the applicant shall notify in writing the Superintendent or designee by the Friday of the third week of May. The Superintendent or designee will compare both teachers' qualifications, including experience, training, assessments, and other material submitted by the teacher, with those of the employed teacher, and the written reasons provided by the principal. A written response of the hiring decision of the best qualified applicant as determined by the Superintendent or designee, including reasons, will be forwarded by same to the applicants involved by the fourth week in May.

5.13-1

The principal shall submit a list of all unfilled positions and a list of teachers without positions to the District by a date determined by the Human Resources Services Department.

5.13-2

The Human Resource Services Department shall provide a list to the principals for posting at each school of all teachers without summer school positions. The list shall include teachers' areas of certification with the most recent experience in each area and the length of continuous service in the District in an instructional position by the last day of post planning as submitted by each teacher on the form sent to the Human Resources Services Department. Principals shall select teachers without summer school instructional positions that meet the position qualifications of the vacancy from the list provided by Human Resources Services Department.

5.13-3

If a teacher has an ineffective on an assessment for the past two school years, including summer school, the teacher will not be considered for summer school employment. (08/21/01)

- 5.14 There shall not be more than one (1) daily intercom school-wide announcement at a designated time, except in an emergency.
- 5.15 Where grade level chairpersons, team leaders, and/or department chairpersons are deemed necessary by the principal in elementary and middle schools, these persons will be selected by the teachers of that grade, team, or department. In the event of a tie, the tie shall be broken by the principal. High School Department Chairpersons will be selected by the principal after receiving recommendations from the department.
- 5.16 The Board agrees that charity drives and sales persons must receive approval of the principal of the individual school before a presentation can be made. Attendance at such meeting shall be voluntary.
- 5.17 Each principal shall have the authority to release teachers of his staff for less than one-half (1/2) day for temporary absence. In cases where other staff members are able to conduct missed classes of the excused teacher and/or a substitute is not required, it shall not be necessary to charge the excused teacher with personal or sick leave. The teachers must sign out and records of these temporary absences must be maintained. It is the responsibility of the teacher to secure an individual to cover the class without expense to the district as approved by the principal except when unforeseen events make such arrangements by the teacher impractical.
- 5.18 Profits from vending machines in teacher workrooms or lounges shall be expended as determined by the teachers in the school. It is understood that anything purchased from such profits and placed in the school automatically becomes school property.
- 5.19 Teachers shall follow the procedures set forth for the automated substitute calling system. Whenever practicable the teacher will ensure that lesson plans for student activities are available for the substitute for that particular day or number of days. Items such as class rolls, seating charts, and registers of attendance should be available where applicable. When extended absences are anticipated, class record books should be made available to the substitute teacher. When these conditions have been met, a substitute teacher will be provided for the teacher. The Board will not utilize regularly employed teachers to cover classes for absent teachers in order to avoid hiring substitutes. Before a personal leave of absence, teachers shall make every reasonable effort to notify the substitute coordinator prior to seven o'clock p.m. the night before the absence except when unforeseen events make such arrangements by the teacher impractical.
- 5.20 The Board will follow the provisions of granting a professional services contract to teachers as covered in Florida Statutes. Teachers who have previously held a

continuing contract or professional services contract in Florida within the last five years shall be eligible for a professional services contract provided they have completed one (1) year of service in Osceola County and have been recommended by their principal and approved by the Board.

5.21 The principal will provide adequate facilities to suitably house itinerant teachers so as to effectively discharge their responsibilities to their students.

5.22 Teachers shall report to the principal any student they believe to have a contagious disease or head lice. All students who have been sent home because of head lice must be cleared by the school health nurse, or designee, before returning to school. Students found to have a contagious disease must have proof of medical clearance before returning to school.

5.23 Teachers should be generally neat in appearance, grooming, and dress.

5.24 Every reasonable effort will be made to place teachers in their certified teaching field. In some cases the Board may assign a teacher outside the scope of his/her certification areas. When this is done, the teaching evaluation will note that the teacher is assigned out of field if the evaluation is done on that assignment. When teachers are given split assignments, evaluations shall be done only in their certified areas.

5.25 Teachers shall not be restricted to a particular work location for their preparation period, or isolated from other teachers on planning time.

5.26 Temporary Duty Assignment of Employees

When mutually agreed upon, teachers may be assigned to be temporarily absent from their regular duties and places of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses, workshops, etc. Such assignment to temporary duty shall ordinarily be initiated by the District administration, but teachers may request assignment to temporary duty, subject to approval by the Superintendent. Teachers shall receive their regular pay and may be allowed expenses. Such temporary duty shall be considered equal to the regular duties of the teacher, and teachers performing such assigned temporary duties shall not be considered to be on leave.

5.27 Teachers shall remain responsible for their assigned students during all activities on and off campus, unless relieved of such responsibility with the permission of the administrator.

5.28 The Teacher Athletic Trainer shall be provided with a reduced teaching schedule. The primary duties shall be to assist in the care of injured athletes with an emphasis on sports of high-risk. The Teacher Athletic Trainer shall not be

assigned any coaching responsibilities, nor required to evaluate or care for injuries of the general student enrollment. The Teacher Athletic Trainer will not be held responsible for working with injured athletes where appropriate documentation has not been provided by the coach and/or physician. (9/18/02)

5.29

The First Responder shall only be required to provide first aid and similar care to athletes injured during the course of participation in their activity. (9/18/02)

ARTICLE VI

TEACHING DAYS AND HOURS

- 6.01 Working days for ten (10) month teachers shall consist of no more than one hundred ninety-six (196) work days of which one hundred eighty (180) days shall include student contact. Six (6) of these work days shall be paid holidays.
- 6.02 A seven (7) member committee will be responsible for preparing a recommended twelve (12) month school calendar. The four (4) teacher members of the committee will be appointed by the president of the Association. The members will recommend the twelve (12) month calendar to the Superintendent for his consideration.
- 6.03 Teachers will be free to leave on the day preceding paid holidays and legal holidays appearing in the school calendar at the close of the pupil day, except those teachers who have assignments beyond the dismissal of pupils. Any teacher required to stay beyond the dismissal of pupils will be allowed to leave at the close of the pupil day on a succeeding day. No teacher will be required to stay beyond the regular working day. For a listing of holidays, refer to the Osceola County Schools official calendar. (08/21/01)
- 6.04 Nothing herein contained shall be construed to prohibit the Board from offering an eleven (11) or twelve (12) month contract to an individual teacher, such additional time to be calculated on the basis of the teacher's base salary divided by ten (10), multiplied by eleven (11) or twelve (12) as the case may be, provided that no teacher shall be required to accept an extended contract. Teachers on eleven (11) or twelve (12) month contracts shall receive all paid holidays granted to other employees in the district, in addition to the six (6) paid holidays granted to ten (10) month teachers.
- 6.04-1 Teachers may be employed beyond the ten (10) month school year in positions of an instructional nature (such as curriculum writing, guidance counselors, staffing specialists) on a daily basis shall be compensated at the teacher's daily rate of pay or on hourly basis at the professional hourly rate. Curriculum writing positions shall be posted at least ten (10) days prior to selection.
- These teachers may be allowed to make up time lost due to illness or other emergency, to fulfill the agreed upon terms of employment. Make-up work shall occur at a time mutually agreed upon between the teacher and the worksite or project supervisor.
- 6.05 The regular working day for teachers shall be seven and one-half (7 1/2) hours which shall include a minimum of thirty (30) minutes for lunch. Lunch on days when students are not present shall be a minimum of one (1) hour. The principal

will grant duty-free lunch whenever practicable to as many teachers as feasible, provided that adequate supervision of students is maintained.

- 6.06 The Board and the Association agree that professional responsibilities extend beyond the seven and one-half (7 1/2) hour duty day. Such duties shall be performed on a voluntary basis. If a situation arises which could not be anticipated in advance and an extended duty assignment must be made where no volunteers are available, priority consideration will be given to the teacher's personal commitment which cannot be re-scheduled. When assignments beyond the regular duty day must be made, assignments shall be rotated on an equitable basis.
- 6.07 Attendance of teachers at parent-teacher organization meetings though voluntary shall be encouraged. Those teachers who return for said meeting, open house, or school-sponsored activities (other than supplemented assignments) shall be allowed to leave when the students leave on a day following said meeting or activity or during non student contact days in accordance with M.T.C. Article 5.17 as approved by the principal. Other incentives for attendance are encouraged to be developed by the teachers with the principal's approval.
- 6.08 Faculty meetings shall be held within the teacher's regular working day.
- 6.09 Should legislative or State Department of Education action reduce or increase the minimum number of teacher work days, the calendar shall be adjusted to reflect such change.
- 6.10 While teachers may be required to sign in upon arrival at their worksite, they shall not be required to sign out on departure from their worksite except when permission from the principal is required to leave early.
- 6.11 Teachers shall not be required to attend any workshops, in-service, or other meetings on days that are designated "teacher planning/pupil holiday". Teachers shall be required to attend workshops and in-service activities on "in-service day(s)" in the school calendar of their choice except as approved by the principal and provided that workshops are available that the teacher has not attended. Teachers who sign up for in-service activities shall attend such activities except when unforeseen events make such attendance impractical.

ARTICLE VII

VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

7.01 Vacancies

7.01-1 Vacancies, including those for any professional positions not a part of the teacher bargaining unit, shall be posted at least five (5) days (administrative positions ten (10) days) before the final date for application. The Board will continue to give consideration to currently employed personnel and will give preference to qualified applicants from within the school district when in the judgment of the Superintendent all qualifications are equal. Individuals shall submit their applications in writing to the Superintendent or his designee prior to the established deadline in order to be considered for the position.

7.01-2 Teachers who apply for an advertised position will be notified in writing whether they have been selected for the position.

7.01-3 The Superintendent shall post in each school a list of known instructional vacancies as vacancies occur for the coming year within fourteen (14) days of Board approval of the Personnel Allocation Package.

The Association's office shall receive a copy of all vacancies posted within the system. This vacancy list shall be updated each week as vacancies occur through the end of the post-school planning period. Thereafter, a list of vacancies shall be available at the County and Association offices. Any position being held for a teacher returning from leave will be posted as a vacancy. However, priority for filling the vacancy will be given to the returning teacher.

7.02 Transfers

7.02-1 If a teacher desires a transfer to be effective the next school year, he or she must submit a transfer form (Appendix E) to the Superintendent and provide a copy to his/her principal. Teachers who desire a transfer for the next school year should submit the transfer form by March 1.

7.02-2 A teacher on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of his or her principal.

7.02-3 Teachers may apply and will be considered for transfers at anytime. Teachers on the transfer list shall be considered first for any vacant instructional position for which they specifically apply; however, the receiving principal will make the final recommendation.

7.03 Allocation Reduction - Worksite

7.03-1 If there is an allocation reduction at a worksite for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. The principal shall meet with the affected departments/programs to review reductions to be made and seek volunteers to transfer. The names of the volunteers shall be given to the personnel department for distribution to principals with vacancies.

7.03-2 If no, or not enough employees volunteer for transfer, those with the least certificated service in the school district will be placed at other worksites providing the teachers transferred and the teachers remaining in the school possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school.

7.03-3 If a teacher has certification in two or more areas, all areas will be considered when placing the teacher.

7.03-4 Allocation reduction teachers shall be assisted in finding a position within the district. Allocation reduction teachers shall be placed in a position for which they are certified before a new teacher may be hired. Teachers may be offered out-of-field positions for which they are qualified.

7.04 Conversion to Charter Schools

The District shall forward copies of all proposals concerning Charter Schools to the Osceola Classroom Teachers Association as they are received. The following item is of particular interest to teachers at school which convert to Charter Status:

Upon the approval of the Board for a school to convert, the Superintendent or a designee shall meet with the President or a designee to review and discuss the process to allow teachers to transfer from the converting Charter school, including the transfer timelines that will be followed. Each teacher shall have the opportunity to request to transfer from any converted school. Conversion-school teachers shall be assisted in finding a position within the District. Assistance shall include information about openings and opportunities to interview. Conversion-school teachers shall be placed in a position for which they are certified before a new teacher may be hired or other current teachers allowed to transfer voluntarily. Teachers may be offered out-of-field positions for which they are qualified.

7.05 Reduction in Force - District

7.05-1 If there will be a recommendation of a reduction in force (RIF), the Superintendent shall first meet with the Association to review the need for the

reduction. Such review shall occur prior to official Board action and include the projected number of allocations to be reduced, financial and student data which require the reduction, and timelines for implementation of any reduction. If there is a reduction in teacher allocation for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. In making involuntary transfers or reductions in force, teachers with the least certificated service in the school district shall be transferred or laid off first, providing the teachers transferred and the teachers remaining in the district possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirements of the position in question and the program needs of the school.

7.05-2 Any teacher who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff unless a District financial crisis exists. Such notice will include the proposed time schedule, the reasons for the proposed action, and his/her recall rights as set forth in this Article.

7.05-3 A teacher who is laid off shall retain recall rights for eighteen months from the last day of regular employment.

Laid off employees shall have the right to purchase employee benefits as provided through COBRA.

7.05-4 A teacher who is being recalled shall have twelve (12) calendar days from the postmarked date of the recall certified letter in which to reply to the Superintendent whether he/she will accept recall. Failure to respond or to accept the offer of recall within the foregoing time limit results in automatic forfeiture of recall rights. It shall be the obligation of the teacher to keep the county office informed of his/her correct mailing address.

7.05-5 Teachers on layoff shall be recalled prior to the hiring of new teachers in their area of certification and in the reverse order of layoff, providing they possess the necessary certification and qualifications and have clearly demonstrated the ability to meet both the requirement of the position in question and the program needs of the school. Teachers may be offered out-of-field positions for which they are qualified.

Such teachers shall remain on the recall list until they accept a position, refuse a position within their area of certification, resign, retire, or the rights to recall have expired.

7.05-6 Teachers may submit additional areas of certification to be used for recall after layoff.

7.05-7 A continuing contract teacher who is within two (2) years of normal retirement shall not be laid off because of reduction in force; normal retirement is as defined in Florida Statutes 121.021.

7.05-8 An administrator returning to the unit shall be placed in the first available position for which he/she is certified. In the event the Board is unable to assign said administrator to a position for which he/she is certified, the teacher and Superintendent shall agree on a suitable position in the unit.

7.06 Nothing in this Article shall be construed to interfere with compliance with Title IX, Educational Amendment or racial balance requirements.

ARTICLE VIII

GRIEVANCE PROCEDURE

- 8.01 Both parties encourage teachers and administrators to arrive at a satisfactory resolution in accordance with 4.01 of this agreement of any grievance on an informal basis directly with each other. When resolution cannot be reached, the parties may resort to the more formal procedures stated herein in an effort to resolve the grievance and preserve good morale.
- 8.02 Definitions
- 8.02-1 Grievance—Any claim by a teacher or a group of teachers that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 8.02-2 Grievant -- Any teacher or group of teachers, as defined in the teacher unit description set forth in the PERC certification, filing a grievance, and the Association with the right to file grievances limited to class actions and Association rights of representation as provided in this Contract.
- 8.02-3 Superintendent -- The Superintendent of the Osceola County School System.
- 8.02-4 Administrative Channel --
- (1) Principal or other supervisor
 - (2) Director of Human Resources and Employee Relations
 - (3) Superintendent or Designee
- 8.02-5 Days -- Actual working days
- 8.02-6 Representative -- The Association, any person, or legal counsel designated by the grievant.
- 8.02-7 Written Grievance – a statement which appries the Board representative of the nature of the grievance which contains at least: (1) a reasonable description of the grievance and the facts upon which it is based; (2) the specific Articles and clauses claimed to have been violated; (3) the date or dates upon which the alleged violation took place; (4) the remedy or correction requested; and (5) the signature of the grieving party or their representative.

8.03 The Rights of Teachers

8.03-1 Teachers shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at any and all levels.

8.03-2 Teachers shall have the right to have all documents, communications and records dealing with the processing of the grievance kept separately from the personnel file of the grievant.

8.03-3 No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

8.03-4 The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.

8.03-5 If the grievant does not file a grievance within fifteen (15) days after the act or condition on which the grievance is based, is known or should have known, the right to grieve such act or condition shall be considered waived.

8.03-6 Failure of the grievant to appeal a decision to the next level of the grievance procedure within five (5) days of receipt of the decision shall be deemed to be acceptance of the decision rendered at that level.

8.03-7 Failure at any step in this grievance procedure to communicate the decision on a grievance within the specified time period shall permit the grievant to appeal to the next level in this procedure.

8.03-8 All meetings or conferences at Level I of the grievance procedure may be held during the regular teacher workday at a time mutually agreed upon by the parties. All meetings at and after Level II of the grievance procedure shall be held after the regular teacher workday, unless by mutual agreement of the parties, the meetings can be scheduled during the teacher workday.

8.03-9 Nothing in this grievance procedure shall be interpreted as to limit or waive any rights or privileges granted to teachers or the Association by Florida Statutes.

8.03-10 Association representatives will be entitled to inspect non-confidential data relevant to a grievance, and may request and receive copies thereof without charge up to a maximum of a total of ten (10) copies per grievance. Additional copies will be provided at cost.

- 8.04 Procedure for Resolving Grievances:
- 8.04-1 Level I - The grievant will discuss the grievance with the principal or other supervisor except that Association or class action grievances may be filed directly with the Superintendent.
- 8.04-2 Level II - If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written "Statement of Grievance" on a form provided by the Superintendent and available at each school, with the Director of Human Resources and Employee Relations. See Appendix F for grievance form.
- 8.04-3 Level III - If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written "Statement of Grievance" with the Superintendent. The Superintendent may at his/her discretion have his/her designee review and render a decision.
- 8.04-4 If the grievance is not settled at Level III or no decision is received in writing within ten (10) days, it may be submitted for arbitration by the Association within twenty (20) days.
- When an arbitration hearing is held, participating teachers shall be given released time to attend the hearing.
- 8.04-5 The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a panel of five (5) arbitrators from which the parties shall mutually select the arbitrator. If the arbitrator is unable to serve or the parties mutually agree that no person on the panel is suitable, the Federal Mediation and Conciliation Service (FMCS) shall appoint the arbitrator.
- 8.04-6 Both parties agree to abide by the Voluntary Rules of the Federal Mediation and Conciliation Service (FMCS).
- 8.04-7 The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.
- 8.04-8 The parties shall share equally the arbitrator's fees and expenses.
- 8.04-9 The decision of the arbitrator shall be final and binding as set forth in Florida Statutes Chapter 447.

ARTICLE IX

TEACHER'S AUTHORITY AND PROTECTION

- 9.01 In any case where a teacher is charged with a civil or criminal action arising out of, and in the course of, assigned duties and responsibilities, that teacher may request that the Board provide legal services. In any case where the teacher pleads guilty or nolo contendere or is found guilty of any such action, the teacher shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. If the Board declines to provide legal services in response to the teacher's request, and the teacher is subsequently found not guilty or not civilly liable, the teacher may renew his/her request and a recommendation shall be made to the Board for payment of the reasonable cost of legal services, and the Board shall reconsider such request previously declined. The selection of the attorney shall be mutually agreed upon by the teacher and the Board.
- 9.02 No disciplinary action against a teacher shall be taken on the basis of a complaint by a parent of a student, a student or any other person or persons unless the matter is first reported to the teacher in writing. If a written report of any complaint against a teacher is included by the principal in a teacher's personnel file and the teacher chooses to respond in writing to said report, the teacher's response shall be attached to the report. Parental or student complaints shall remain in the teacher's personnel file no more than one (1) year except in cases when the teacher is being documented for unsatisfactory performance in accordance with Florida Statutes. It is understood by the parties that such complaints will be maintained in accordance with the public records law.
- 9.03 Student Discipline
- The teacher shall make every effort to deter misbehavior prior to sending a student to the office; however, a teacher may temporarily exclude a student from class by sending the student to the principal's office when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. The teacher shall notify the principal, or his designated representative, as promptly as teacher obligations will allow the full particulars of the problem or incident in writing. The teacher shall be informed in writing of the principal's disposition no later than the time the student is returned to the classroom.
- 9.03-1 A teacher may impose classroom discipline where necessary and may use reasonable force to protect himself or another staff member from attack or to prevent injury to a student where intervention is the prudent course of action.

- 9.03-2 If physical force is utilized by a teacher for any reason, the principal should be notified within twenty-four (24) hours. If a written report is required, the teacher will be afforded the opportunity to confer with a personal representative.
- 9.03-3 A teacher may refer a student to the administration on a standard referral form. Students will be disciplined according to the District Student Code of Conduct. For minor infractions, all disciplinary referrals by a teacher will have a copy returned to said teacher noting the action when the administrative disposition is complete.
- 9.03-4 State required discipline statistics will be made available for review annually by the faculty steering and discipline committees.
- 9.03-5 The referring teacher may request to attend any student appeal of a disciplinary action.
- 9.03-6 The Association shall appoint a teacher from each level annually in accordance with Florida Statutes to assist in the review of the District Student Code of Conduct.
- 9.03-7 A teacher is authorized to administer corporal punishment but only when prior approval has been given by the principal, in accordance with Florida Statutes.
- 9.04 When a student is identified with special needs that are not being met in the classroom, it shall be the responsibility of the teacher to request a meeting of the Child Study Team to address the situation. The teacher shall be kept apprised of actions to be taken to meet the student's special needs. When a Child Study Team meeting is called, all teachers who work with the student shall be provided opportunity for input and shall receive a copy of any plan written.
- 9.05 In accordance with Florida Statutes, the principal shall notify the student's immediate classroom teacher(s) of lawful arrests of said student for a felony or crime of violence and provide opportunity for input in the development of security measures.
- 9.06 Any evaluation or survey regarding the administrative team by teachers shall not be used in any manner adverse to teachers.
- 9.07 a. A teacher shall be notified of any incident that is being investigated and may be provided any necessary interim directives. The teacher shall have the right to have a witness present, but such meeting shall not be delayed for more than one (1) workday. If the representative of choice is not available, no questioning of the teacher shall occur unless the incident involves the health or safety of students or other employees. The notification and/or directives may be oral or written.

- b. A teacher shall be entitled to have a representative of the Association present at a meeting following receipt of notification where disciplinary action is discussed and/or a written notice may be placed in the teacher's personnel file indicating that he/she is being formally reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. However, if the representative requested by the teacher is unavailable to meet as scheduled, it will be the responsibility of the teacher to have the representative of choice contact the administrator within three working days from the originally scheduled date of the meeting. If a written report is included by the principal in a teacher's personnel file and the teacher chooses to respond in writing to said report, the teacher's response shall be attached to the report. Such notices shall remain in the teacher's personnel file for up to one (1) year except in cases when the teacher is being documented for unsatisfactory performance in accordance with Florida Statutes. The teacher may request that the item(s) be reviewed for possible removal from the file at any time. It is understood by the parties that such notices will be maintained in accordance with the public records law.

9.08 The Board shall reimburse teachers for damage to clothing, dentures, eyeglasses, prosthetic devices or artificial limbs where such damage occurs as a result of:

1. breaking up a fight
2. protecting students or other employee(s) from physical harm or injury
3. assault and/or battery occurring on him/her suffered in the course of the legal performance of his/her assigned duties.

Such reimbursement shall not exceed the replacement cost nor be paid when the above loss is reimbursable from other sources.

9.08.1 Teachers will be reimbursed for any out of pocket expenses, up to a maximum of \$500.00 employee deductible, due to vandalism to their personal vehicle occurring on school district property, provided such loss is not covered by personal insurance or reimbursed from other sources. Cases of vandalism shall be reported to an administrator as soon as the damage is discovered. If an administrator requests a police report the teacher shall comply. Every effort will be made to reimburse teachers within sixty days of submitting the required paperwork. (08/21/01)

9.09 School Board members, in response to complaints about individual teachers in open School Board meetings, shall initially refer these matters to the Superintendent.

9.10 In any case of intimidation, assault, battery, abuse, or threat with bodily harm by an individual or group upon a teacher in the course of his/her assigned duties, the Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such intimidation, assault, battery, abuse or bodily

harm, and shall promptly render assistance necessary to the teacher in connection with handling of the incident by law enforcement and judicial authorities. Teachers shall immediately report any such incidents to their principal.

9.11 No teacher shall be required to transport students in his/her personal automobile.

A teacher shall obtain prior written authorization from the building principal in order to use his/her personal automobile for transporting students.

9.12 Bomb Threats

In all cases where a school official is notified of a bomb threat, the affected building or buildings shall be closed by the principal and all students and teachers evacuated until such time as a thorough search reveals the bomb or the lack thereof. No teacher shall be asked or required to search for a bomb or be disciplined for refusing to search for a bomb.

9.13 First Aid

The Board will provide, in each school site, properly trained personnel and the equipment necessary to ensure proper first aid treatment for teachers and students. The Board will facilitate a CPR course and invite at least one (1) employee from each worksite.

9.14 The Board shall actively assist in the criminal prosecution of any person who abuses any member of the teaching staff on school property during the teaching day or in the presence of the pupils at a school activity, or any person not otherwise subject to the rules and regulations of the Board who creates a disturbance in the classroom of a teacher.

9.15 ESE teacher aides shall not be utilized for anything other than serving students in his/her specific assignment unless mutually agreed upon by the supervising teacher and administration.

9.16 The administrator will assist teachers in reporting suspected cases of abuse, abandonment or neglect, as it relates to employment, to DCF and law enforcement in compliance with District policy.

ARTICLE X

LEAVES

10.01 LEAVES OF ABSENCE

A leave of absence is permission granted by the Board for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Any request that leave be granted retroactively shall be denied except in the case of leave for sickness or other emergencies, in which case leave shall be deemed to be granted in advance provided prompt report is made to the proper authority.

10.02 SICK LEAVES

10.02-1 Each full-time teacher shall receive four (4) days of sick leave as of the first day of employment of the current contract year, and thereafter shall be credited with one (1) additional day of sick leave at the end of each month of employment to a maximum of ten (10) days for ten (10) month teachers, eleven (11) days for eleven (11) month teachers, and twelve (12) days for twelve (12) month teachers. Teachers returning from sick leave shall be returned to the same school assignment and position held before the leave.

10.02-2 The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.

10.02-3 Sick leave days accumulated by a teacher prior to a leave of absence shall be credited to the teacher upon return.

10.02-4 Annual and accumulated sick leave days may be used either for personal illness or emergencies as defined below:

- (1) Personal illness of the teacher.
- (2) Death or illness of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household.
- (3) Sick leave may be used for maternity reasons upon verification of pregnancy by a statement to the Superintendent from a licensed physician.

10.02-5 Teachers can transfer sick leave into this district, from another district in Florida, equal to the amount that they earn in this district. (08/21/01)

Teachers formerly employed in Osceola County shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another district exceeds the number earned in that district.

10.02-6 Employees' Voluntary Sick Leave Bank

I. MEMBERSHIP

Any full-time employee of the Board, having been employed by the School Board for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four (4) days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- (a) Enrollment must be made on the prescribed form furnished by the Personnel Department.
- (b) Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned except as provided in section IX.
- (c) Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank (see VI (d)).

II. REPLENISHMENT CONTRIBUTIONS

If the Bank is depleted during a school year, members may be assessed up to a maximum of three (3) days per year.

III. ADMINISTRATION AND GOVERNANCE

- (a) A Personnel Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.

- (b) The Personnel Department will make available an annual report of usage of the Bank to the School Board and to Participating members.
- (c) Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representative of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the OCTA appointed by the President and two members appointed by the Superintendent, and one Non-Instructional person mutually agreed upon by the Association President and the Superintendent. This Appeals Committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

IV. ELIGIBILITY

In the event of a serious personal illness, accident or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- (a) All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) work days per incident.
- (b) Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident or injury. The statement must certify:
 - 1. The nature of the illness, accident or injury.
 - 2. That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in the employee's duty schedule.
 - 3. The probable date the member would be able to return to work.
- (c) Application must also provide permission to investigate medical records and either information needed for review or appeal.
- (d) A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

V. BENEFITS

- (a) All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits had been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- (b) Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remains sufficient leave days in the Bank.
- (c) The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in the Section (VII) below.
- (d) In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section (I) above.

VI. PARTICIPATION ABUSE

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit (in dollars) drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

VII. WITHDRAWAL FROM PARTICIPATION

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

VIII. DISCONTINUANCE OF SICK LEAVE BANK

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

- (a) Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account. (08/21/01)

- (b) Any balance left will be disposed of at the sole discretion of the Board.
- (c) In no instance will the days credited back to members be greater than the number remaining in the Bank.
- (d) Any member joining this Sick Leave Bank acknowledges that the limits of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

10.03 ILLNESS-IN-LINE-OF-DUTY LEAVE

Any teacher shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Leave shall be authorized for a total not to exceed ten (10) days per year. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the School Board shall deem proper. Use of such leave shall result in no reduction of the teacher's accumulated sick leave, and shall be with full pay. The Board shall also provide Worker's Compensation insurance for all teachers for properly reported injuries received in the discharge of their duties.

10.04 LEAVE FOR PERSONAL REASONS

Teachers shall be granted six (6) days of leave for personal reasons with pay per school year. Since Summer School is an extended portion beyond the regular school year, the use of personal leave shall be limited to one (1) day of the personal days in the contract.

10.04-1 Notification of leave for personal reasons shall be made in advance.

10.04-2 The applicant's reason for taking leave for personal reasons shall be to state that he is taking it under the provisions of this Contract.

10.04-3 Leave for personal reasons shall be charged to sick leave when used under this part.

10.05 MATERNITY LEAVE

Maternity leave not to exceed one (1) year without pay and shall be granted following request by the employee. A pregnant teacher shall have the option of:

1. electing to take maternity leave
2. to continue working until certified by a physician as being unable to perform her duties, at which time accrued sick leave will be granted, and the employee electing such leave shall return to work as soon as physically able.

10.05-1 A teacher returning to active employment from maternity leave when the leave has not been charged entirely to sick leave, shall immediately be assigned to the same position held at the time the leave commenced if said position is available. If the position is not available, the teacher will be reassigned to the first available position for which the teacher is qualified.

10.05-2 A teacher returning to active employment from maternity leave which has been charged entirely to sick leave shall immediately be assigned to the same position held at the time the leave commenced.

10.06 ADOPTIVE LEAVE

A teacher adopting a child six (6) years of age or less shall be entitled to adoptive leave without pay not to exceed one (1) year. A teacher returning to active employment from an adoptive leave shall be reassigned to the first available position for which the teacher is qualified.

10.07 JURY DUTY OR COURT WITNESS

10.07-1 A teacher shall receive his regular salary plus court fees while serving as a witness in any court case. The teacher shall submit a copy of the subpoena or letter from either attorney in the case, to the Superintendent.

10.07-2 A teacher shall be authorized to be absent from assigned duties, and shall receive his regular salary plus court fees while serving as a juror in any court case. If notice of jury duty is received, the principal or Superintendent should be immediately notified in writing.

10.08 STAFF DEVELOPMENT AND PROFESSIONAL LEAVE

10.08-1 STAFF DEVELOPMENT LEAVE

A teacher shall be granted, upon application submitted ten (10) working days in advance and upon the prior approval of the Director of the Professional

Development Department, one (1) or more duty days of Staff Development leave with pay for the purpose of visiting other schools or attending meetings or conferences of an educational nature and provided that the request is within the guidelines and budgetary confines of the Staff Development Plan. In an emergency situation, the ten (10) day provision may be waived by the Director of the Professional Development Department. School visitations shall be limited to two (2) days. (08/21/01)

10.08-2 PROFESSIONAL LEAVE

Teachers may request leave with pay during pre-planning or post-planning to attend class(es). Such leave shall not be unreasonably denied. The teacher shall provide documentation of acceptance and attendance for the class(es). (08/21/01)

10.08-3 ASSOCIATION PRESIDENT LEAVE

At the request of the Association, the Board agrees to release the duly elected president of the Association from his regular duties to serve as president for the term of his presidency and to serve as fiscal agent for the payment of his salary and fringe benefits, 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. The reimbursement shall be on a monthly basis.

10.09 PERSONAL LEAVE

10.09-1 A teacher may request personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the teacher's immediate supervisor and the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for but not limited to:

- (1) Leave to serve in the armed services.
- (2) Leave for academic study.
- (3) Leave for serving in the Peace Corps.
- (4) Leave for child-rearing (for natural or adopted child).
- (5) Leave for child-bearing.
- (6) Leave to run for or serve in an elected office.
- (7) Leave to serve as an officer in the Florida Education Association or its national affiliate. (08/21/01)

- (8) Leave to participate in exchange programs in other school districts, states, territories or countries.

10.09-2 The request for personal leave without pay will be approved only if the teacher's immediate supervisor, the Superintendent, and the Board are satisfied that the instructional needs of the district can be met.

10.09-3 A teacher on personal leave without pay may maintain coverage in the following employee benefit programs provided the teacher pays the full cost on a monthly basis in advance of the month due.

- (1) A teacher on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave, subject to the provisions of the retirement system of which the teacher is a member.
- (2) A teacher on personal leave without pay may maintain coverage in group insurance programs as provided in this contract provided the insurance carrier permits. The teacher shall pay the premiums for such insurance programs on a monthly basis in advance of the month due.

10.09-4 A teacher on personal leave without pay shall retain his/her tenure status upon reinstatement into the school system.

10.09-5 Experience credit while on unpaid leave.

- (1) A teacher on personal leave without pay may receive credit on the salary schedule for teaching experience.
- (2) A teacher on military leave shall be credited with up to four (4) years' experience on the salary schedule upon return to duty.
- (3) A teacher participating in an exchange program shall receive full credit on the salary schedule upon return to duty. (09/05/00)

10.09-6 Upon the expiration of personal leave without pay, the teacher will be placed in the first available position for which he/she is certified. Upon the expiration of a personal leave granted for a period of ten (10) working days or less, the teacher will be assigned to the same position held at the time the leave commenced.

10.09-7 A teacher wishing to return to work before the end of the requested leave should make his request to the Superintendent as soon as possible but at least ten (10) days before he wishes to return to work. The Board will make every effort to allow the teacher to return to work as soon as practicable.

10.09-8 No leave shall be granted beyond one (1) year. Automatic renewal of a personal leave without pay is not granted. It shall be the responsibility of the teacher on leave to request renewal by May 1. Personal leave without pay shall not exceed 24 months, except that, upon written request, the Superintendent may recommend that this provision be waived. Teachers shall be notified, in writing, of the above stipulations upon notification of leave approval.

10.10 SABBATICAL LEAVE

Sabbatical leave for study, research, educational travel or other such reason as approved by the sabbatical committee shall be granted by the Board to teachers who have four (4) or more years of service in Osceola County. Such leave shall be granted under the following conditions, upon the approval of the Board.

10.10-1 Such sabbatical leave shall be in recognition of significant service through teaching for the purpose of encouraging achievement which contributes to the professional effectiveness in education of the members of the staff and the value of their subsequent service to the School District.

10.10-2 No more than one percent (1%) of the teachers who are eligible, rounded to the closest whole number, shall be granted sabbatical leave.

10.10-3 Sabbatical leave will be granted for one (1) full year at one-half (1/2) pay.

10.10-4 The Board will provide the full fringe benefits as are provided for all teachers under this Master Contract.

10.10-5 A sabbatical committee consisting of six (6) members, three (3) of whom are appointed by the Superintendent and three (3) of whom are appointed by the President of the Association, shall serve as a screening committee. Teachers serving on the Sabbatical Committee shall receive no less than five (5) days notice of the Screening Committee Meetings.

(1) Criteria to be considered by the committee in reviewing applications shall include need, area and plan of study and/or travel, seniority and past contributions to the School District. A standard sabbatical leave form shall be developed by the Committee and shall be made a part of this Contract. In all cases, a teacher making application for his/her first sabbatical leave shall have preference over a teacher who has previously been granted a sabbatical leave from his county.

(2) The committee shall nominate the candidate(s) for sabbatical leave to the Superintendent for his/her recommendation to the Board.

- (3) If more applications are received than are eligible for sabbatical leave, a list of alternates shall be established by the committee. This list shall be structured in order of precedence. Should any teacher granted a sabbatical leave by the Board decline his/her sabbatical leave due to a change in plans or lack of acceptance in a program, or other extenuating circumstances, the first alternate shall be notified and considered for sabbatical leave. This process will continue through the ranked order until all approved applications have been utilized.

10.10-6 The applications for sabbatical leave, including a plan of study and/or travel study, must be submitted to the Superintendent or his designee during the period of February 1 through March 31 preceding the year for which the leave is granted. Applicants will be notified not later than April 20 as to the disposition of their applications. A teacher receiving permission to take sabbatical leave shall inform the Superintendent in writing of intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) calendar days after the applicant has been notified of approval for leave.

10.10-7 After July 1, the applicant cannot withdraw the sabbatical leave except under extreme hardship conditions. When such conditions do occur, the teacher involved shall be placed in any available position for which he/she is certified, or if no such position is available, he/she shall be placed in such position when it becomes available.

10.10-8 The Board agrees that, following termination of this leave, the teacher will be reassigned to the position held at the time of commencement of this leave, if available; provided, however, reassignment to a permanent instructional position shall be made only at the beginning of the school year, or the beginning of the second semester of a school year. In the event the Board is unable to reassign the teacher to the position held at the time of granting of the leave or to a similar position, then the teacher and the Superintendent may agree on a suitable position of employment for the purpose of both parties fulfilling their duties and obligations under this part; and if no such position can be agreed upon, then the teacher's future obligations as hereafter set forth shall be deemed to be waived by the Board. In defining the "same" or "similar" position of employment, the salary to be paid shall be that as currently stated in the salary schedule for that position in effect at the time whether the same be higher or lower than the salary being paid the teacher at the time of the granting of this leave. The teacher shall be considered to have gained one (1) year of teaching experience.

10.10-9 The teacher agrees that, upon termination of the sabbatical leave, he/she will return to the employment of the Board under the terms and conditions set forth above and shall remain in such employment for at least one (1) full school year. If the Board has not waived the obligation of the teacher to return to employment

upon expiration of this leave and the teacher fails to do so, unless prevented by illness or physical disability, the teacher shall forfeit all rights and benefits to which said teacher would have been entitled or which has accrued during the period of this leave; and the teacher shall be required to repay the Board all sums paid during this leave for salary and all additional sums paid by the Board on behalf of the teacher including but not limited to contributions to retirement funds, FICA, insurance premiums, and other such similar expenditures incident to employment by the Board. In the event that a full year of service is not completed, such repayment of sabbatical benefits shall be on a pro-rata basis. In the event of the death of the teacher during the term of this leave, or prior to fulfilling any of additional obligations shall be deemed cancelled and all parties relieved of any further duties, obligations and liabilities created herein.

10.10-10 In the event it should become necessary for either party to take legal action against the other for collection of funds as provided under this sabbatical leave, the losing party shall pay all costs of such action, including reasonable attorney fees.

10.10-11 The individual contract between the teacher and the Board covering sabbatical leave shall be consistent with the provisions of this Contract.

ARTICLE XI

ACADEMIC FREEDOM

- 11.01 The Board and the Association agree that Academic Freedom is a fundamental ingredient in the fulfillment of the goals and objectives of the Osceola County Public Schools and the parties acknowledge the need to protect employees from improper censorship or restraint. Therefore, teachers shall have all reasonable freedom within the limitations imposed by law, the State Board of Education regulations and School Board rules, in the development and implementation of the curriculum, including the right to select useful and relevant materials and determine the class needs as they relate to the curriculum. However, this does not exclude the right and obligation of the principal or supervisor to reasonably question, consult with the teacher about same, and direct whenever necessary, within limitations imposed by law, State Board of Education regulations, and School Board rules and regulations.
- 11.02 Teachers shall be entitled to freedom of discussion without censorship, within the classroom, on all matters which are relevant to the subject matter and level of the students and within their area of professional competence and assignment.
- 11.03 Teachers shall notify the administration when they intend to inject or have injected into units subject matter which might be reasonably anticipated to be controversial.

ARTICLE XII

TEACHER ASSESSMENT

12.01 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. The overall purpose of this assessment shall be to improve the quality of instruction.

12.02 The assessment process will reflect those concepts developed originally by the Personnel Performance Assessment Committee in 1986, except as amended by changes in Statute or through the bargaining process. The assessment process will include at least the following:

- (1) Reference to effective and ineffective teaching behaviors.
- (2) When needed, specific recommendations will be made to improve performance which may be documented in a professional improvement plan.
- (3) A reasonable length of time to correct performance deficiencies.
- (4) Written notification of consequences for failure to achieve effective performance at the time the specific recommendations in (2) above are provided.
- (5) The classroom monitoring or observation of teacher performance will be conducted openly and with the full knowledge of the teacher.
- (6) Upon completion of the written assessment, the administrator and teacher will discuss all documents used to assess the teacher's performance.
- (7) The teacher will sign a statement that he/she has reviewed the assessment documents with the administrator; however, such signature will not indicate acceptance or rejection.
- (8) Statement(s) from a teacher who disagrees with the assessment will be permitted. Teachers will have ten (10) working days to prepare a written response to their assessment.

12.03 The assessment form, observation report, and the Professional Development Plan forms are found in Appendix G, H, and I, respectively.

The following minimum requirements will be met:

| | | | |
|-------------------------|--|--|--|
| EXPERIENCE | 0 - 3 YEARS | 4 OR MORE YEARS | 4 OR MORE YEARS* |
| PERFORMANCE CRITERIA | Osceola County Assessment | Not all indicators effective on most recent Osceola County Assessment form | All effective indicators on most recent Osceola County Assessment form |
| ASSESSMENT PROCESS | Two (2) per year minimum | Two (2) per year minimum | One (1) per year minimum |
| PERFORMANCE OBSERVATION | A minimum of one Florida Performance Measurement System Observation per Assessment Process | A minimum of one Florida Performance Measurement System Observation per Assessment Process | A minimum of one observation per Assessment Process |

*All teachers must receive a completed Osceola County Assessment form annually. Teachers who are effective on all indicators may use the Educator’s Growth Plan. Teachers shall mutually determine with their principal within their first forty-five days annually whether to use the FPMS, the narrative observation or other observation techniques appropriate to their assessment.

Note: The Florida Performance Measurement System (FPMS) Observation Form is used by the administrator to indicate status of current patterns of effective and ineffective teaching performance. The teacher may respond in writing to the administrator's analysis of the data. Both parties will sign the observation report and the teacher given a copy. This instrument is used in conjunction with the Assessment Form (FC-120-246).

12.04 It shall be the responsibility of the administrator to assess the teacher's performance and to keep the teacher informed as to his/her assessment.

12.05 It shall be the responsibility of the administrator to identify when a teacher requires the assistance of a Professional Improvement Plan for the purpose of improving performance deficiencies. The administrator shall review with the teacher the observations and any other identified performance deficiencies that support the need for a Professional Improvement Plan. The teacher and the principal will work together to identify and determine specific strategies for improving those performance deficiencies. The teacher and administrator will also work together to establish appropriate timelines for review and completion of the strategies. The teacher shall be responsible for completing the resulting Professional Improvement Plan.

- 12.06 Teachers will be notified of the time frame during which formal observations will occur. All annual contract teachers will receive an observation within the first forty-five (45) teaching days. A teacher may request and shall be granted a conference with the administrator conducting an observation prior to the observation.
- 12.07 A teacher may request and shall be granted an additional observation by a trained observer mutually selected by the teacher and the administration. Said observation shall be included as an official part of the evaluation.
- 12.08 A teacher's non-participation in non-supplemented activities outside of the teacher's regular working day shall not be a consideration in teacher evaluation.
- 12.09 The Administrator will notify the Superintendent of the unsatisfactory performance of any teacher consistent with Florida Statutes 231.29 and its amendments. Teachers may be reported if they received at least one ineffective rating on their annual assessment. The teacher shall receive a copy of any such notice. Prior to reporting any teacher for unsatisfactory performance to the Superintendent, the Administrator or his/her assistant administrator, in accordance with the procedure outlined in 231.29, shall have:
- (a) Observed and documented performance deficiencies.
 - (b) Suspended the teacher from the Educator's Growth Plan (goal setting) if applicable, and notified the teacher that he/she is being returned to the FPMS observation in writing. (It is not necessary to conduct an FPMS observation prior to the suspension of the Educator's Growth Plan.)
 - (c) Completed an assessment included with an indicator of ineffective or change needed.
 - (d) Completed a Professional Improvement Plan with the teacher which included specific performance deficiencies and documented the assistance provided.
 - (e) Completed an additional assessment and met with the teacher to review performance.
- 12.10 All teachers working in summer school shall be assessed using the Personnel Performance Assessment System and shall mutually agree with their administrator on either a FPMS or narrative observation.
- 12.11 The Superintendent shall provide written notification to any teacher in a state graded "D" or "F" school of any potential performance concern. The teacher shall have the opportunity to meet, discuss, and provide additional documentation regarding any such concern prior to a final determination by the Superintendent.

12.12 PERSONNEL FILES

The term personnel file refers to all records, information, data, or materials which are maintained by the School Board anywhere, (including the work site file) which are uniquely applicable to that employee, whether maintained in one or more location. All files maintained on teachers shall be confidential except as provided in School Board rules or Florida Statutes.

12.13 The Superintendent, Principal or his designee will be present when the teacher inspects his/her file. Such files shall be open to inspection only in accordance with Florida Statutes. A log shall be kept by the custodian of records of persons viewing files of teachers. Said log shall be reasonably accessible to teachers.

12.14 Teachers have the right, upon request, to one copy annually of materials in their personnel folders at no cost. In other cases the copies will be provided at cost. In the case of an investigation or a grievance, an additional copy of a file may be requested and shall be provided at no cost.

12.15 Any incident or information concerning a teacher that might result in a less than effective rating on the Assessment Form shall be brought to the attention of the teacher at the time the incident occurs or the information becomes available.

12.16 All teachers shall be oriented annually to all assessment procedures and observation forms during the first twenty (20) days of teaching. Assessment procedures and observation forms shall also be uniformly and fully explained in the faculty handbook.

ARTICLE XIII

POLITICAL ACTIVITY

13.01

All teachers shall have entire liberty of political action when not engaged actively in their teaching duties, provided such action is within the laws of the United States of America and the State of Florida; and further provided that such action does not impair their usefulness as a teacher. (08/21/01)

ARTICLE XIV

CLASS SIZE

14.01

The Board and the Association recognize the right of the Board to employ personnel to staff positions in the instructional program, and that the instructional program is influenced by class size and the ratio of adults to students working directly in the instructional program. Although grade enrollment and subject registration may result in uneven class sizes within schools and grade levels, every effort must be made to ensure that the student-teacher ratio within classes falls within state guidelines and maintains a safe and educationally effective environment.

ARTICLE XV

FRINGE BENEFITS

15.01 The Board shall provide for teachers a fully paid group life insurance plan which shall pay the teacher's designated beneficiary an amount equal to the teacher's annual salary rounded up to the next higher thousand in the event of death, and in the event of accidental death or dismemberment, a sum not less than twice that amount. There shall be a provision for the purchase of additional insurance coverage to be paid by the teacher. In addition, the Board shall make available through payroll deduction, life insurance for each dependent at the teacher's expense. This insurance shall be with the approved carrier.

15.01-1 The Board shall provide double life insurance, fully paid, for any teacher at or above step 10 on the salary schedule.

15.02 The Board will annually provide fully paid individual major medical open access network benefits to the following: (08/18/04)

Teachers hired prior to the 1995-96 school year and for all full-time teachers hired thereafter. Teachers who fill half or more but less than full-time positions beginning after August 15, 1995, shall annually receive Board half-paid health insurance.

The open access POS benefits will be available at an additional cost above the fully paid Board contribution for individual coverage. (08/18/04)

If a teacher's regular employment ends during the course of the twelve month period of the plan, the benefits will end on the teacher's last work day of that active employment. However, if the teacher successfully completes their contract year as evidenced by reappointment, the coverage will continue through the day prior to the start of the work calendar for the new school year. The teacher may continue these benefits in accordance with the COBRA law by paying the premium. The full annual premium cost to the Board for the group health insurance package shall be considered a vital part of the teacher's compensation. The full amount of premium increase from year to year shall be considered as a benefit increase in lieu of a salary increase deducted from dollars available for salary increases.

- 15.02-1 Specific benefits shall be as delineated in “The School District of Osceola County Florida Medical Indemnity Plan Document” and shall be available through the Risk Management Office. The plan summary, including “Coverages” and “Exclusions/Limitations”, will be provided to every teacher. The Association and the individual teachers shall be notified prior to any plan changes. The insurance carrier shall be decided upon by the Board.
- 15.02-2 Dependent coverage shall be available at the expense of the teacher. Where two members of the same family are employed by the School District, the total amount paid for the spouse shall be credited toward the cost of dependent coverage. (08/18/04)
- 15.02-3 Employees may request that physicians be added to the plans(s) through the insurance committee; however, it is understood the network provider makes the determination.
- 15.02-4 When a teacher chooses to participate in a health plan, the teacher may choose any of the employee paid dental plans available for their dependents. (08/18/04)
- 15.02-5 Changes in the plan document shall be subject to the approval of the Bargaining Leadership Team. (08/18/04)
- 15.03 The Board will make available to teachers, disability benefits, an indemnity dental insurance plan and vision insurance plan through payroll deduction at the teacher's expense, provided that the required minimum number of employees enroll. The Board shall reserve the right to cancel when enrollments drop below minimum levels required by the carrier. The disability insurance plan, dental plan, and carrier shall be decided upon by the Association and the Board jointly. (08/18/04)
- 15.04 The Board shall provide general liability protection for teachers at the same coverage limits as provided to all other employees. The Board shall make every attempt to purchase the maximum coverage available.
- 15.05 The Board will continue to provide payroll deductions to the teacher, for all tax deferred annuity programs that meet IRS regulations and recommended monitoring procedures that limit the Board's liability. It is further agreed by both parties that there will not be a minimum number of participants required.

15.06 A teacher who is authorized by the Superintendent or his designee to use his own automobile in pursuance of assigned duties shall be reimbursed at the maximum accepted mileage rate established and recommended by Florida Statutes.

15.07 Telephones will be made available at all schools. The location of such phones shall be such as to insure privacy of conversation as much as possible. The Association will assist in the collection of unpaid bills of bargaining unit personnel.

15.08 Terminal pay for accumulated sick leave will be provided to teachers at normal retirement or to his beneficiary if service is terminated by death. The amount of such terminal pay shall be determined as follows:

(1) During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.

(2) During the next three (3) years of service the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.

(3) During the next three (3) years of service the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.

(4) During and after the tenth (10th) year of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.

(5) For teachers having served a minimum of thirteen (13) years in Osceola County, the daily rate of pay will be multiplied by 100% times the number of days accumulated sick leave.

15.09 The parties agree to participate in a mandatory plan for all teachers to shelter their sick leave pay out at retirement in accordance with IRS regulations. Retirees shall have the option to withdraw their sheltered sick leave pay out without individual financial loss. (03/20/00)

15.10 Twelve (12) Month Personnel.

Instructional personnel who are employed on a twelve (12) month contract may accumulate vacation as follows:

A. One (1) day for each month of service for those employed by the Board less than (5) active service years.

B. One and one-half (1 1/2) days per month of employment per year for those employed five (5) active service years or more by the Board.

C. Earned vacation leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.

D. At the time of retirement or separation of employment, unused vacation leave shall be paid as terminal leave pay. Personnel in positions earning vacation leave who transfer or are assigned to positions which do not earn vacation leave may receive payment for unused vacation at time of transfer or reassignment.

E. Vacation shall not be taken until it is earned; however 50% of the annually earned vacation must be used annually.

F. Vacation time shall be scheduled with the approval of the administrator so that there will be a minimum of disruption in the operation of the school system.

15.11 Teachers may attend all county school activities free of charge. The Board shall make available to each teacher an individual identification card. Teachers retiring from Osceola County shall be issued a permanent activity card entitling them to attend all county school activities free of charge.

15.12 Off-street parking will be provided for teachers at each school whenever practicable.

- 15.13 Teachers retiring from Osceola County shall be allowed to remain as participants in-group health and life insurance programs covered by the Agreement until at least age 65. In accordance with federal law, at age 65 the health insurance will become secondary to Medicare and life insurance may be converted to an individual policy. Teachers choosing to remain as participants shall be required to reimburse the Board for the premium in advance of the due date according to the schedule of due dates provided by the Superintendent.
- 15.14 The Board will consider requests for the purchase of early retirement annuities qualified by IRS regulations in accordance with Florida Statutes and Board rules.
- 15.15 The Board shall provide teachers with access to all qualifying insurance deductions in accordance with IRS Section 125.

ARTICLE XVI

PROFESSIONAL COMPENSATION

16.01 Professional compensation for teachers during the term of this Agreement shall be set forth in the Appendices which are attached to and made a part of this Contract.

16.02 Teachers shall be paid according to the salary schedule and shall receive years of experience subject to the following criteria:

1. a. Credit for Teaching - Credit on the salary schedule shall be given for all years of experience for teaching in other schools, including college teaching. This provision shall not be interpreted or applied to reduce any previously granted experience to presently employed teachers or to grant additional experience to current teachers. Ninety-nine (99) teacher work days in any one (1) regular school year shall be considered as one (1) year of credit. "Teaching" experience shall apply to equivalent instructional school experience (i.e. guidance, media specialists, administration). Half time teaching shall be combined for salary credit, i.e. two (2) one-half (1/2) years or two (2) half-time years equal one (1) year of experience. (08/21/01)

(1) Private - Parochial - Charter Credit - Credit for teaching experience in private, parochial and charter schools will be granted to those who taught in schools accredited by their respective accrediting associations as recognized by the Osceola School Board providing the teacher held a four (4) year degree and is eligible for Florida certification. (08/21/01)

(2) Outside United States - Credit for teaching experience outside the United States will be granted to those in international schools accredited by their respective accrediting associations as recognized by the Osceola School Board and who are eligible for Florida certification. (08/21/01)

- b. Experience Verification - Teachers shall be paid for zero (0) years experience until such time as verification for experience is received by the Board. Verification of experience must be received by the Board within one year from the date of hire. Any

payment of back salary shall be made at the next payroll period and shall be paid retroactively to the first day of the fiscal year in which verification of experience is received. (09/18/02)

Effective 07/01/02

2. Salary Adjustment

Salary adjustments shall be made for completion of advanced degrees upon receipt of an official transcript. The effective date of the adjustment will be the first day of employment during the school year or the date the advance degree was earned, whichever comes later. (09/05/00)

3. Work Experience

a. A maximum of ten (10) years of work experience, excluding those years required for certification, shall be granted as salary credit in lieu of any teaching experience outside Osceola County, for those teachers in positions requiring work experience for certification. This provision is effective for those teachers employed by Osceola District Schools for the first time after July 1, 2001, and shall not be interpreted or applied to grant additional experience to teachers employed prior to the 2001-2002 school year. (08/21/01)

b. Guidance Counselors, Media Specialists, Speech Pathologists, Audiologists and Teachers for the Hearing Impaired may receive one (1) year of credit on the salary schedule for each year of experience for a maximum of ten (10) years of experience in a work area specifically related to their assignment provided the position required a four year college degree at the time the work was performed. This provision is effective for those teachers employed by Osceola District Schools for the first time after July 1, 2001, and shall not be interpreted or applied to grant additional experience to teachers employed prior to the 2001-2002 school year. (08/21/01)

c. A maximum of two years credit on the salary schedule shall be granted to teachers serving in an instructional capacity in the Peace Corps provided the teacher was certified with a four (4) year degree at the time of teaching and if the school was accredited by a state, regional or governmental accrediting agency.

4. Military Experience

If an individual's teaching career is interrupted by military service, up to four (4) years salary credit shall be granted, however no military experience for which a teacher is receiving retirement benefits shall be applied as year's credit on the salary schedule. Verification of such experience must be received by the Board within ninety (90) calendar days from the beginning of the teacher's employment.

5. Teachers shall be paid at the beginning step of the Bachelor's salary schedule until such time as a valid teaching certificate has been filed with the Board. Upon receipt of the official transcript the Board shall adjust the salary to the beginning of said teacher's current employment. Payment of back salary shall be included in the next payroll check. (08/21/01)

6. Teachers assigned as speech language pathologists who have verified an earned Masters Degree (Article XVI Section 16.02 (2)) and a Certificate of Clinical Competency (CCC) shall qualify to be placed on the Specialist's salary schedule. Salary adjustment shall be made upon registration with Personnel of the official certificate. The effective date of the adjustment will be the first day of employment during the school year or the date the Certificate was earned, whichever comes later. (08/21/01)

16.03 Payment of a teacher's service beyond the regular workday shall be at the professional hourly rate unless specifically noted otherwise. The professional hourly rate shall be rate per day of the teacher divided by the number of hours in the work day.

16.04 Vocational experience (not teaching experience) may be allowed on a year-to-year basis to vocational education teachers for the type of occupational experience approved for certification to a maximum of ten (10) years for all vocational teachers. (08/21/01)

16.05 Vacant salary supplement positions listed in Appendix C shall be listed in the weekly Vacancy Posting and shall first be offered to teachers in the bargaining unit. Other regularly employed personnel in the district may be afforded the opportunity to receive a supplement if such positions are unfilled. If coaching positions still remain unfilled, individuals from the community who meet employee requirements may receive supplements. If a teacher resigns or

separates employment for any reason before completing the duties required to receive the supplement, an adjustment shall be made on the last paycheck. If the teacher had completed all the requirements for the supplement, the unpaid balance shall be included in the last paycheck.

16.06 The Board will determine which system of pay, either semi-monthly or bi-weekly, will be used for the District.

16.07-1 Summer session paychecks shall be paid no later than the first pay date following the last summer session duty day of each semester.

16.07-2 Errors in teacher payroll checks shall be reported promptly to the payroll department. Errors in teacher payroll checks shall be corrected no later than the next paycheck; except that an error in the last paycheck shall be corrected within ten (10) working days of notification to the payroll department.

16.07-3 Teachers shall receive retro-active pay to the beginning of the contract year for all adjustments in the salary schedule, including OPS contracts.

16.07-4 Upon ratification of this contract, the newly negotiated base salary will be implemented as soon as possible, not to exceed two pay periods.

All teachers shall receive the retro-active pay due from their base salary as soon as possible, not to exceed sixty (60) district work days of ratification of this contract.

16.08 (1) Unless otherwise designated in writing, teachers shall receive their paychecks from the principal or the principal's designee at their regular work site. Teachers shall be notified of the procedures for receiving checks and given the name of the principal's designee prior to the issuance of the first paycheck. (08/21/01)

(2) A teacher may arrange to have a paycheck mailed by pre-addressing an envelope. If a teacher wants his paycheck mailed, he must make arrangements to sign the automated times sheet prior to the check release date.

(3) The Board shall provide direct deposit of regular salaried paychecks. Enrollment is open throughout the year.

(4) All payroll deductions and frequency for insurance shall be determined by the Board. Tax deferred annuity deductions in income shall be made available on all regular salaried paychecks and shall be in accordance with written deduction authorizations.

- 16.09 Summer school teachers shall be paid the same daily rate of pay as received in the preceding regular ten (10) month term. The teacher workday shall consist of no more than seven and one-half (7 1/2) hours which will include proportional time for duty free lunch, planning, and other non-instructional parts of the schedule.
- 16.10 The salary for part-time homebound teachers who are regularly employed certificated teachers, during the term of this Agreement shall be the professional hourly rate.
- 16.11 If the projected unrestricted revenue per weighted student for the general fund is less than the projected costs to implement full step, then the parties understand that full step will not be granted and will negotiate for any potential salary increase. If those conditions exceed the projected costs to implement the full step, the step shall be paid and retroactively to the beginning of the employee's contract year along with any other potential increases agreed to through the collective bargaining process.
- 16.12 Job sharing between two or more teachers will not increase or decrease the cost of a normal teaching unit. Refer to Appendix B for guidelines. (08/21/01)
- 16.13 The parties agree to mutually develop a performance pay plan, including a specified amount of program funding, to comply with Florida Statutes. Teachers will be selected according to this plan and paid their salary according to Appendix A-2. The plan will require teachers who apply to achieve a mutually determined minimum score and be placed in a rank order without ties. The number of teachers who qualify will be determined by rank order, highest to lowest, and limited to the available funds. Any teachers who participate in reviewing applicants will be paid from the available funds at their professional rate. Should the Statutory requirements be removed, no new applicants will be accepted. (09/18/02)

ARTICLE XVII

MANAGEMENT RIGHTS

17.01

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreements in force, or civil or career service regulations.

ARTICLE XVIII

CONTINUITY OF OPERATIONS

18.01

Both parties recognize the desirability of a continuous and uninterrupted program during the normal school year and the avoidance of disputes which threaten and interfere with such operations. The Association agrees that it shall not authorize, sanction, condone or engage in any strike as defined in Florida Statutes.

(08/21/01)

ARTICLE XIX

MISCELLANEOUS

- 19.01 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 19.02 Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provisions shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted provision.
- 19.03 Within 45 days of ratification of this agreement the Board, at its expense, shall print annually one hundred (100) copies of this Agreement for the Association for their distribution. The contract or any amendment shall be available online within 14 days of ratification. (08/21/01)
- 19.04 One (1) copy of School Board Rules shall be placed in each school library for teacher use. One (1) copy of School Board Rules shall be provided to the Association.

ARTICLE XX

TERM OF CONTRACT

20.00

This Contract shall become effective when ratified by the teachers, approved by the Board, and signed by the parties. This Contract shall be firm until and including August 15, 2006 except that Articles 9.08.1; 9.15; XV, Fringe Benefits; XVI, Professional Compensation; Salary Schedule; and Salary Supplement Schedule shall automatically be reopened at the end of each year. In addition, both parties may select up to two (2) additional articles and three singularly numbered items to be reopened with one additional article to be mutually agreed upon. Notice of articles to be reopened shall be mutually exchanged on or before May 1 of each year. Initial proposals except Salary and Supplement Schedules shall be exchanged no later than one (1) week prior to the end of the traditional school year.

MEMORANDUM OF UNDERSTANDING

In lieu of Article XX, Term of Contract, for the 2004-2005 contract year the parties agree to enter into a collaborative bargaining process. A contract will be ratified with the understanding that Contract Articles, specific paragraphs or new issues may be opened, bargained, ratified and implemented throughout the year.

OSCEOLA COUNTY
SCHOOL BOARD



SUPERINTENDENT
Blaine A. Muse

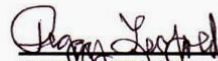
OSCEOLA CLASSROOM
TEACHERS ASSOCIATION



OCTA PRESIDENT
Sandra Leach



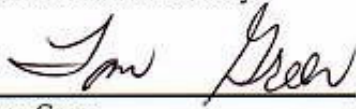
CHIEF NEGOTIATOR FOR OCSB
Charles Butler



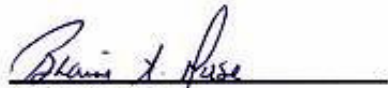
CHIEF NEGOTIATOR FOR OCTA
Peggy Leopold

Salary and fringe benefits accepted by the School Board


Accepted by the School
Board of Osceola County



Tom Greer
Chairman of the Board




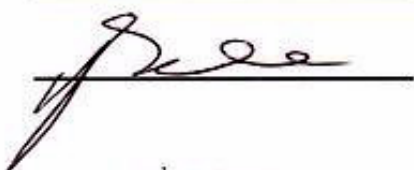
Blaine A. Muse
Superintendent



Charles E. Butler
Chief Negotiator


Witnesses as to the School Board:



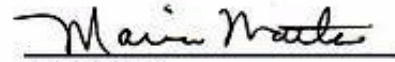


Dated: 8/23/04

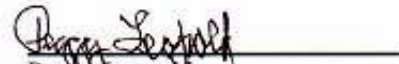
Accepted by the Osceola Classroom
Teachers Association



Sandra Leach
President of the Association




Maria Matta
Secretary of the Association



Peggy Leopold
Chief Negotiator

Witnesses as to the Association:



MEMORANDUM OF UNDERSTANDING

Whereas an individual teacher with the assistance of the Osceola Classroom teachers Association has questioned the practice of the Osceola County School District in granting experience credit for teaching under Article XVI Section 16.02 (1)a., and;

Whereas the Osceola County School District desires to change its practice and desires to avoid other methods of resolution, and;

Whereas both parties desire to maximize the ability of the District to attract teachers to the District by maximizing the ability of teachers to receive credit for teaching experience under the current language,

Therefore be it resolved:

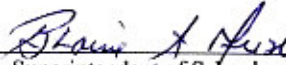
Beginning with the 1999-2000 school year the parties to the contract agree that in Article XVI Section 16.02 (1) a. the term "teaching experience" shall be clarified as including all experience in the field of teaching including vocational experience when the person holds and acts under a state or U.S. territory recognized certification to practice the art of teaching.

The parties agree to monitor any complaints regarding credit given under Article XVI Section 16.02(1)a. for an extended period of time and attempt to resolve any complaints on a case by case basis. The parties agree to meet at mutually agreeable times to discuss such complaints for resolution.

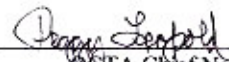
The parties agree that this Memorandum of Understanding does not endorse or condemn any practice of the District in granting experience credit under Article XVI Section 16.02 (1) a. prior to the 1999-2000 school year. Should any dispute remain unresolved the parties understand that they are free to determine and pursue any appropriate resolution. Any such resolution would be pursued with the understanding that only the language and practices of the District could be used which were in place at the time the experience credit was granted and without the benefit or clarification of this Memorandum of Understanding.



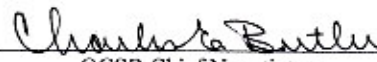
OCTA President



Superintendent of Schools



OCTA Chief Negotiator



OCSB Chief Negotiator

MEMORANDUM OF UNDERSTANDING

July 31, 2000

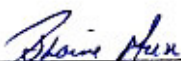
Whereas both parties to the contract desire to enhance the salary schedule to better attract and retain teachers; and

Whereas the School District of Osceola County, Florida desired to have the money distributed to teachers by the contractual based Inservice Incentive and Merit Award become a part of teachers' regular salary; and;

Whereas the Osceola Classroom Teachers Association, on behalf of the teachers in Osceola County agreed to change the contract and distribute the money as salary dollars beginning with the 2001 - 02 school year;

Therefore be it resolved that the parties agreed to the following:


- A salary schedule for the 2001 - 02 which reflects the 2000 - 01 salary schedule plus an additional \$1000 on each and every step will be advertised as a starting point for salary negotiations for the 2001 - 02 school year.
- The parties will conduct negotiations regarding salary for the 2001 - 02 school year as for any other year.
- The cost of any bargained schedule will be calculated as for any other year less the money calculated (\$1,431,500) for distribution as the Inservice Incentive and Merit Award for the 2000 - 01 school year or the actual dollars distributed, whichever is greater.



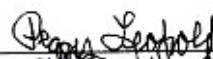
Superintendent of Schools
Blaine Muse



President of OCTA
Anthony Donato



Chief Negotiator for OCSB
Chuck Butler



Chief Negotiator for OCTA
Peggy Leopold

APPENDIX A

2004-2005 SALARY SCHEDULE

| | Bach. | Mast. | Speech w/CCC's Spec. | Doct. |
|-----------|--------------|--------------|-------------------------------------|--------------|
| | | 2,400 | 3,675 | 4,850 |
| 0 | 31,600 | 34,000 | 35,275 | 36,450 |
| 1 | 31,800 | 34,200 | 35,475 | 36,650 |
| 2 | 32,000 | 34,400 | 35,675 | 36,850 |
| 3 | 32,200 | 34,600 | 35,875 | 37,050 |
| 4 | 32,450 | 34,850 | 36,125 | 37,300 |
| 5 | 32,800 | 35,200 | 36,475 | 37,650 |
| 6 | 33,250 | 35,650 | 36,925 | 38,100 |
| 7 | 33,810 | 36,210 | 37,485 | 38,660 |
| 8 | 34,375 | 36,775 | 38,050 | 39,225 |
| 9 | 34,960 | 37,360 | 38,635 | 39,810 |
| 10 | 35,550 | 37,950 | 39,225 | 40,400 |
| 11 | 36,200 | 38,600 | 39,875 | 41,050 |
| 12 | 37,000 | 39,400 | 40,675 | 41,850 |
| 13 | 37,500 | 39,900 | 41,175 | 42,350 |
| 14 | 38,020 | 40,420 | 41,695 | 42,870 |
| 15 | 38,750 | 41,150 | 42,425 | 43,600 |
| 16 | 39,900 | 42,300 | 43,575 | 44,750 |
| 17 | 41,780 | 44,180 | 45,455 | 46,630 |
| 18 | 42,500 | 44,900 | 46,175 | 47,350 |
| 19 | 45,000 | 47,400 | 48,675 | 49,850 |
| 20 | 50,500 | 52,900 | 54,175 | 55,350 |

APPENDIX A-2

**2004-2005 SALARY SCHEDULE FOR
PERFORMANCE PAY PLAN**

| | Bach. | Mast. | Speech w/CCC's Spec. | Doct. |
|-----------|--------------|--------------|-------------------------------------|--------------|
| | | 2520.00 | 3858.75 | 5092.50 |
| 0 | 33180.00 | 35700.00 | 37038.75 | 38272.50 |
| 1 | 33390.00 | 35910.00 | 37248.75 | 38482.50 |
| 2 | 33600.00 | 36120.00 | 37458.75 | 38692.50 |
| 3 | 33810.00 | 36330.00 | 37668.75 | 38902.50 |
| 4 | 34072.50 | 36592.50 | 37931.25 | 39165.00 |
| 5 | 34440.00 | 36960.00 | 38298.75 | 39532.50 |
| 6 | 34912.50 | 37432.50 | 38771.25 | 40005.00 |
| 7 | 35500.50 | 38020.50 | 39359.25 | 40593.00 |
| 8 | 36093.75 | 38613.75 | 39952.50 | 41186.25 |
| 9 | 36708.00 | 39228.00 | 40566.75 | 41800.50 |
| 10 | 37327.50 | 39847.50 | 41186.25 | 42420.00 |
| 11 | 38010.00 | 40530.00 | 41868.75 | 43102.50 |
| 12 | 38850.00 | 41370.00 | 42708.75 | 43942.50 |
| 13 | 39375.00 | 41895.00 | 43233.75 | 44467.50 |
| 14 | 39921.00 | 42441.00 | 43779.75 | 45013.50 |
| 15 | 40687.50 | 43207.50 | 44546.25 | 45780.00 |
| 16 | 41895.00 | 44415.00 | 45753.75 | 46987.50 |
| 17 | 43869.00 | 46389.00 | 47727.75 | 48961.50 |
| 18 | 44625.00 | 47145.00 | 48483.75 | 49717.50 |
| 19 | 47250.00 | 49770.00 | 51108.75 | 52342.50 |
| 20 | 53025.00 | 55545.00 | 56883.75 | 58117.50 |

APPENDIX B

JOB SHARE

1. Job sharing shall only be done by teachers on a voluntary basis. This includes volunteering to forego half the fully paid benefits normally paid part-time teachers. Each teacher participating in job sharing shall agree to receive only one half (1/2) of any full benefit, required to be paid for by the Board. The teacher agrees to pay the remaining cost of receiving the required benefit or may certify coverage by such benefit from an outside source.
 - a. Each teacher shall sign the attached statement assuring they understand the voluntary nature of the program.
 - b. Upon entering this job share program, an employee is notified by signing the Job Share agreement of the benefit choices including their option to forego the OCSB plan and select an alternative at their own expense.

The employee may choose their benefit coverage and such choice shall be effective at the beginning of the employee's first date of eligibility at the time the job share participation begins.

2. Each teacher participating in a job share shall be responsible for exactly one-half (1/2) of the normal teaching duties and time (ninety-eight days). Schedules for participating teachers shall be mutually determined between the teachers and their school administrator. Prior to committing to the job share, schedules for the school year for each teacher must be agreed by all participants and shall be filed by the principal with the payroll and personnel departments and the Association. Each participant shall work one half the number of hours in each payroll period. Hours shall be documented by a sign in/sign out process. The Board shall not additionally limit said scheduling except for requirements set to meet required audit standards. Existing sick and/or annual leave balances will be converted to reflect and charged according to the new part-time standard. The standard is calculated by taking the total average weekly hours divided by five days which determines the value of the days to be charged. Holiday pay will be credited according to this calculation standard. Each teacher must work or be on a paid status on his/her scheduled workday before and after the holiday in order to receive holiday pay.
3. Each teacher participating in a job share shall receive one-half (1/2) year credit for each year taught for salary purposes in accordance with 16.02(1)a.
4. Each teacher shall receive paychecks in accordance with the pay schedule for hourly employees. The first paycheck shall be for two and one half (2.5) days and

received on September 5. Subsequent checks shall be received on the fifth and twentieth of each month with the last check received on June 20.

5. The participating teachers and the administrator shall mutually determine an assessment timetable to review the success of their job share. This assessment shall not occur more often than monthly nor less than bi-annually. Any alterations in the job share schedule shall be mutually agreed upon by the parties involved. (08/21/01)

6. A job sharing situation may be ended at any time during this year.
 - a. The school administration may end a job share by notifying the teachers involved in writing and including a reason why. A copy shall be forwarded to the Assistant Superintendent for Personnel and the Association. Two full time positions shall be identified within the school and the principal shall determine which of the two (2) teachers positions each will fill after receiving input from the teachers.

 - b. The teachers involved in job sharing may end the job share by notifying the principal in writing, including the reason why. A copy shall be forwarded to the Assistant Superintendent for Personnel and the Association. The principal shall determine who shall stay in that position and who shall accept a first available position after receiving input from the teachers involved.

 - c. If one teacher ends the job share, that teacher shall request leave and shall be offered the first available position for which he/she is certified.

7. A teacher who resumes full time responsibilities shall also resume full pay and benefits, including salary step if earned in accordance with the Master Contract.

8. At the end of the school year, if the job share is not continued, both teachers shall be considered the same as any other full time teachers at their current school for the purpose of assignment for the subsequent year for the available positions. (08/21/01)

JOB SHARING AGREEMENT

I, _____, do hereby agree to participate in the job sharing program as outlined in Appendix B. I have received a copy of Appendix B and voluntarily agree to all the terms of the job share. (08/21/01)

I understand I have voluntarily given up full Board paid medical insurance. The Board will pay half and I agree to participate in the group medical plan and pay half.

Upon entering this Job Share Program, I understand I am notified by signing the Job Share Agreement of the choice to participate in the OCSB plan or forego the OCSB plan and select an alternative at my own expense.

I understand I have chosen a benefit coverage and my choice will be effective at the beginning of my first date of eligibility at the time the Job Share participation begins.

I also understand there is no expectation that this job share will continue past the end of the current school year. During this school year, the job share may be ended according to Appendix B. (08/21/01)

I have voluntarily agreed to job sharing with the above provisions and understand that if I have been coerced into participating in any way I need only call the Director of Human Resources and Employee Relations and/or the Osceola Classroom Teachers Association to change my assignment status. (08/21/01)

Teacher

Principal

Date

Date

APPENDIX C

- (a) The middle school intramural program must document that the program maintained a minimum of sixty (60) students participating during each supplemental pay period, as verified by the principal.

- (b) Teacher Athletic Trainer and First Responder:

To the extent practical, each high school shall have a Teacher Athletic Trainer and First Responder. In the absence of a certified Teacher Athletic Trainer, the school may employ a second First Responder on a temporary basis until a certified Teacher Athletic Trainer can be found to fill the position. The First Responder employed on temporary contract shall be paid on a pro rata basis based upon the current approved supplement schedule for First Responder. The Teacher Athletic Trainer and the First Responder shall not be required to evaluate or care for injuries of the general student enrollment. The Teacher Athletic Trainer and First Responder may not assume coaching responsibilities.

(11/05/03)

To qualify as a Teacher Athletic Trainer, a person must possess a professional, temporary, part-time, adjunct, or substitute certificate pursuant to s. 231.17, and be licensed as required by part XIII of chapter 468. To qualify as a First Responder, a person must possess a professional, temporary, part-time, adjunct, or substitute certificate pursuant to s. 231.17, be certified in cardiopulmonary resuscitation, first aid, and have 15 semester hours in courses such as care and prevention of athletic injuries, anatomy, physiology, nutrition, counseling, and other similar courses approved by the Commissioner of Education. This person may only administer first aid and similar care.

(11/05/03)

- (c) Extracurricular supplements for academic/service clubs which meet outside the regular student day shall be provided as follows if the following criteria are met in accordance with the formula:

- (1) Scheduled meetings - Must hold at least two meetings a month during the months of September to May outside the normal student day.
- (2) Competition - Must make reasonable efforts to compete in District and State Competition if available.
- (3) Community Involvement - Must demonstrate community involvement if a service club.
- (4) Active Membership - Must have at least twenty (20) members with an average meeting attendance of ten (10).
- (5) School Service - Must provide at least one school project during the year.

- (6) Charter and Bylaws - All extracurricular/service clubs must have on file, in the principal's office, a copy of their bylaws and/or standing rules. If applicable, they must have an approved charter and bylaws in compliance with State and National requirements.

A summary report indicating compliance with the above items must be on file in the principal's office prior to the issuance of the final supplement check.

A teacher may not receive any more than two supplements in the extracurricular area.

A committee at each school, including one building level administrator, will determine the clubs at their school that meet all the applicable criteria.

Allocated on the basis of population as follows:

Middle School - one per 300 students or major fraction thereof,

High School - one per 200 students or major fraction thereof.

- (d) Beginning with the 1996-97 school year, a high school may substitute a Head Diving Coach (index 55) for two Assistant Swimming Coach positions (index 40). The difference in costs between these supplements will be returned to the schools.

- (e) The ESE supplement will be distributed to the following ESE teaching assignments:

Autistic, TMH, EH, EMH, PMH, Pre-K Therapeutic, Hearing Impaired, Multi Sensory Program, Behavioral Center Schools (all instructional positions) (i.e. Cornerstone, ARC), Behavior Specialists

The teacher may receive the supplement if teaching out-of-field. The amount of the ESE supplement will be Index 20. (09/18/02)

An athletic supplement cannot be used to substitute for another sport.

No one individual may be paid supplements for any two athletic activities that have conflicting seasons except that whenever it becomes necessary for a coach who is already supplemented in the sport to fill a position necessary for the continued existence of a team, he or she will receive an assistant's supplement in addition to the regular supplement. If an assistant's supplement is not available, 50% of the regular supplement shall be received.

Verification of experience for current teachers must be received by the Board within ninety (90) days of the contract ratification date on the Board approved form. Transfer of experience for salary credit between supplemented areas is not permitted except experience in the same specific activity. (09/18/02)

Full year instructional and non-instructional supplements will be paid in four equal payments. Seasonal athletic supplements will be paid in two equal payments on supplement pay dates after the beginning and conclusion of the season.

A committee composed of three members appointed by the Board and three members appointed by the Association President will study extracurricular and athletic supplements.

SUPPLEMENTS

APPENDIX C

| <u>HIGH SCHOOL</u> | Index | 0-5 | 6-Up |
|----------------------------------|-------|----------|----------|
| ATHLETIC DIRECTOR | 105 | 3,886.00 | 4,152.00 |
| ATHLETIC TRAINER (one only)* (b) | | | |
| - Teacher Athletic Trainer | 105 | 3,886.00 | 4,152.00 |
| BAND DIRECTOR - H.S. | 100 | 3,701.00 | 3,954.00 |
| HEAD BASKETBALL COACH | 100 | 3,701.00 | 3,954.00 |
| HEAD FOOTBALL COACH | 100 | 3,701.00 | 3,954.00 |
| ATHLETIC TRAINER (one only)*(b) | | | |
| - First Responder | 80 | 2,961.00 | 3,164.00 |
| HEAD BASEBALL COACH | 80 | 2,961.00 | 3,164.00 |
| HEAD SOFTBALL COACH | 80 | 2,961.00 | 3,164.00 |
| HEAD TRACK COACH | 80 | 2,961.00 | 3,164.00 |
| HEAD WRESTLING COACH | 80 | 2,961.00 | 3,164.00 |
| HIGH SCHOOL CHORAL DIRECTOR | 60 | 2,221.00 | 2,373.00 |
| HEAD FLAG FOOTBALL COACH | 55 | 2,036.00 | 2,175.00 |
| HEAD SOCCER COACH | 55 | 2,036.00 | 2,175.00 |
| HEAD SWIMMING COACH | 55 | 2,036.00 | 2,175.00 |
| HEAD VOLLEYBALL COACH | 55 | 2,036.00 | 2,175.00 |
| ASSISTANT BASKETBALL COACH | 55 | 2,036.00 | 2,175.00 |
| ASSISTANT FOOTBALL COACH | 55 | 2,036.00 | 2,175.00 |
| HEAD WATER POLO COACH | 45 | 1,665.00 | 1,779.00 |
| HEAD WEIGHTLIFTING COACH | 45 | 1,665.00 | 1,779.00 |
| ASSISTANT BASEBALL COACH | 45 | 1,665.00 | 1,779.00 |
| ASSISTANT SOFTBALL COACH | 45 | 1,665.00 | 1,779.00 |
| ASSISTANT TRACK COACH | 45 | 1,665.00 | 1,779.00 |
| ASSISTANT WRESTLING COACH | 45 | 1,665.00 | 1,779.00 |
| CROSS COUNTRY | 45 | 1,665.00 | 1,779.00 |
| GOLF | 45 | 1,665.00 | 1,779.00 |
| TENNIS | 45 | 1,665.00 | 1,779.00 |
| VARSITY CHEERLEADING FB OR BB | 45 | 1,665.00 | 1,779.00 |
| ASSISTANT SWIMMING COACH*(d) | 40 | 1,480.00 | 1,581.00 |
| ASSISTANT FLAG FOOTBALL COACH | 35 | 1,295.00 | 1,383.00 |
| ASSISTANT SOCCER COACH | 35 | 1,295.00 | 1,383.00 |
| ASSISTANT VOLLEYBALL COACH | 35 | 1,295.00 | 1,383.00 |
| ASSISTANT WATER POLO COACH | 35 | 1,295.00 | 1,383.00 |
| ASSISTANT WEIGHTLIFTING COACH | 35 | 1,295.00 | 1,383.00 |
| JUNIOR VARSITY CHEERLEADING | 35 | 1,295.00 | 1,383.00 |
| NINTH GRADE CHEERLEADING | 35 | 1,295.00 | 1,383.00 |
| YEARBOOK SPONSOR - H.S. | 30 | 1,110.00 | 1,186.00 |
| CO-CURRICULAR SPONSOR | 25 | 925.00 | 988.00 |
| DRAMA TEACHER - H.S. | 25 | 925.00 | 988.00 |
| H.S. DRILL TEAM DIRECTOR | 25 | 925.00 | 988.00 |
| NEWSPAPER SPONSOR - H.S. | 25 | 925.00 | 988.00 |
| E.S.E. TEACHER *(e) | 20 | 740.00 | 791.00 |
| GUIDANCE DIRECTOR | 20 | 740.00 | 791.00 |
| SPECIAL OLYMPICS COORDINATOR | 20 | 740.00 | 791.00 |
| ACADEMIC COMP. BOWL SPONSOR | 15 | 555.00 | 593.00 |
| EXTRACURRICULAR SPONSOR *(c) | 15 | 555.00 | 593.00 |
| HIGH SCHOOL DEPARTMENT CHAIR | 15 | 555.00 | 593.00 |
| H.S. CLASS SPONSOR | 15 | 555.00 | 593.00 |
| H.S. STUDENT COUNCIL | 15 | 555.00 | 593.00 |

SUPPLEMENTS**APPENDIX C****MIDDLE SCHOOL**

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|-------------------------------------|--------------|------------|-------------|
| BAND DIRECTOR M.S. | 55 | 2,036.00 | 2,175.00 |
| ATHLETIC COORDINATOR – M.S. | 40 | 1,480.00 | 1,581.00 |
| INTRAMURAL DIRECTOR - M.S. *(a) | 40 | 1,480.00 | 1,581.00 |
| CHORAL DIRECTOR M.S. | 30 | 1,110.00 | 1,186.00 |
| TEST COORDINATOR M.S. | 25 | 925.00 | 988.00 |
| ASST. INTRAMURAL DIRECTOR M.S. *(a) | 20 | 740.00 | 791.00 |
| E.S.E. TEACHER *(e) | 20 | 740.00 | 791.00 |
| NEWSPAPER SPONSOR - M.S. | 20 | 740.00 | 791.00 |
| YEARBOOK SPONSOR - M.S. | 20 | 740.00 | 791.00 |
| EXTRACURRICULAR SPONSOR *(c) | 15 | 555.00 | 593.00 |
| MIDDLE SCHOOL GRADE LEVEL CHAIR | 15 | 555.00 | 593.00 |
| MIDDLE SCHOOL INTRAMURAL COACH | 15 | 555.00 | 593.00 |

ELEMENTARY SCHOOL

| | | | |
|------------------------------------|----|--------|--------|
| TEST COORDINATOR ELEMENTARY | 25 | 925.00 | 988.00 |
| E.S.E. TEACHER *(e) | 20 | 740.00 | 791.00 |
| ELEMENTARY CURRICULUM CHAIR | 15 | 555.00 | 593.00 |
| ELEMENTARY EXTRACURRICULAR SPONSOR | 15 | 555.00 | 593.00 |

APPENDIX D

RESIGNATION OF TEACHER

To the School Board of Osceola County, Florida

In view of the following, to wit:
(State Reasons)

I hereby tender my resignation and by these presents do hereby resign as a Teacher in _____, School, of Osceola County, Florida, to take effect as of the _____ day of _____, 19_____.

(Signature)

APPENDIX E

TEACHER REQUEST TO TRANSFER

NAME _____
Last First Middle

SOCIAL SECURITY NUMBER _____

PRESENT WORK LOCATION _____

SUBJECT PRESENTLY TEACHING _____

SUBJECT REQUESTED TO TEACH _____

WORK LOCATION(S) REQUESTED
(In order of preference) _____

REASONS FOR TRANSFER:

I understand that my name will be placed on the REQUEST FOR TRANSFER LIST and that this is not a transfer. I fully understand that a vacancy must exist and that it is my responsibility to specifically apply to the principal/supervisor by submitting a copy of this request, a letter of intent, and a resume before a principal can give me consideration. The receiving principal will make the final recommendation.

Signature

Date

FC-700-273
(Rev 9/95)

Employee to distribute:
White-Personnel, Yellow-Requested Principal/Supervisor, Pink-Current Principal/Supervisor

APPENDIX F

GRIEVANCE FORM

**Osceola Classroom Teachers' Association
School Board of Osceola County, Florida**

Grievance # _____

Name: _____ SS#: _____

Supervisor: _____ Work Location: _____

Date: _____

Applicable Contract Provisions: _____

Date Grievance Occurred: _____

Description:

Relief Sought:

Signature of Grievant: _____ Date: _____

LEVEL I Grievant and Supervisor meet to discuss issue and attempt to resolve.

Date of Meeting: _____

Response of Supervisor:

LEVEL II Response by Director of Human Resources & Employee Relations

Date Received: _____

GRANTED

DENIED

Response by the Director:

Signature: _____ Date: _____

Director of Human Resources & Employee Relations

Grievance # _____

Name: _____ SS#: _____

LEVEL III Response by Superintendent or Designee

Date Received: _____

GRANTED

DENIED

Response by Superintendent:

Signature: _____ Date: _____

Superintendent

LEVEL IV Submit to Arbitration

Date Submitted: _____

Award of the Arbitrator: _____

SEE ATTACHMENTS

APPENDIX J

YEAR-ROUND SCHOOLS

Teachers at year-round schools shall be afforded all the rights, privileges, benefits, and protection outlined in the Master Contract between the Osceola Classroom Teachers Association and the Osceola County School Board. The following items are of particular interest to teachers at year-round schools:

- (1) On an on-going basis, a joint committee will review the progress of the year-round schools program.
- (2) Teachers from year-round schools shall be considered first for additional employment in intersession programs for which they are certified. Teachers at year-round schools may substitute on days that are not scheduled as duty days.
- (3) Each year-round school site administrator shall communicate significant District and School announcements to employees who are on intersession so that they have the opportunity to participate fully in District and School activities and programs.
- (4) The intent of the Association and the School Board is that year-round school teachers beginning their employment after July 1 receive the same salary as those teaching on a traditional schedule for that school year.
- (5) Year-round teachers will be afforded inservice opportunities equitable to those for teachers on the traditional calendar.
- (6) All teachers will be notified of available intersession employment opportunities and afforded the opportunity to apply.
- (7) The District shall notify the Association as far in advance as feasible before changing any school to or from year-round status. It is anticipated that planning for the transition of a school to or from year-round status shall begin no later than the beginning of the second semester.

APPENDIX K

ACCOUNTABILITY

In accordance with Blueprint 2000 passed by the Florida Legislature, the Board and the Association agree to participate in a program of school improvement. Individual schools are given increased responsibility to make decisions about their affairs. Teachers, along with other stakeholders, share in this responsibility to make decisions about the school and are partners in the decision making team at each individual school. Accordingly, to encourage participation of teachers in site-based decision making, the parties agree to the following:

1. District School Improvement Leadership Team

The Association may recommend the appointment of four (4) teachers to the District School Improvement Leadership Team. Those teachers shall be representative of the ethnic, racial, and gender of the district. The team shall perform such functions as prescribed by the board and Florida Statutes.

2. School Advisory Council

A. Since each school has officially been designated as the accountable unit for improvement, the planning process must include meaningful participation of all stakeholders -- administrators, teachers, support personnel, parents, students of middle and high schools, business/community leaders -- through School Advisory Council membership, it is the charge of the council to identify critical issues and design and implement a school improvement plan, which will initiate innovations. The School Advisory Council shall be representative of the ethnic, racial, and economic community served by the School. The members shall be elected by their constituencies and their names submitted to the Board.

B. Teachers shall be nominated with approval of the nominee and elected by teachers. The election process shall be determined cooperatively and among all teachers approved by teachers at each school site.

C. Teachers shall have released time to attend School Advisory Council meetings and training programs held within the school day.

3. Training and Staff Development

Training and staff development will be provided as budgetary constraints allow. Principals may require teachers to attend training and Staff Development activities during the regular teacher work day provided inservice points are awarded, provided the inservice is related to school improvement or accountability, and provided the School Advisory Committees approve the required inservice activities for their school.

4. Budget

Monies will be allocated to each school according to Legislative intent and as provided by the Board.

5. Waivers

If any aspect of a proposed accountability restructuring agreement is contrary to the terms of the collective bargaining agreement, a waiver must be approved by the OCTA Board of Directors, the School Improvement Leadership Team and the School Board.

APPENDIX L

SCHEDULING VARIATIONS

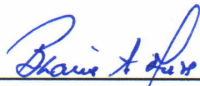
The Board and Association recognize that Adult and Community Education programs are intended to primarily serve the adults of the community, and to meet their needs. Classes are scheduled at times based upon the availability of those students, as such, classes may be scheduled evenings and/or weekends, sometimes resulting in split shifts or flexible schedules for instructors to insure that adequate FTE is earned to continue the programs. Teachers will be notified of their course schedule prior to the start of a term or scheduled course whenever practicable.

A committee composed of three members appointed by the Board and three members appointed by the Association president will study scheduling variations as they relate to class enrollments and earned FTE.

MEMORANDUM OF UNDERSTANDING

During the 2003-04 school year, the District will collect data regarding the amount of time lost per reported incident of child abuse, abandonment or neglect that resulted in the removal of a teacher, which was later found unsupported. This data will be used to assist a subcommittee of the Bargaining Leadership Team in assessing the loss of time by instructional personnel and the impact on assessment.

OSCEOLA COUNTY
SCHOOL BOARD



SUPERINTENDENT
Blaine A. Muse

OSCEOLA CLASSROOM
TEACHERS ASSOCIATION



OCTA PRESIDENT
Sandra Leach



CHIEF NEGOTIATOR FOR OCSB
Charles Butler



CHIEF NEGOTIATOR FOR OCTA
Peggy Leopold

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