

Master Contract

between

School Board of Okaloosa County

and

**Okaloosa Education Staff
Professionals**

July 1, 2023 through June 30, 2026

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APPENDIXES

OFFICIAL GRIEVANCE FORM
SALARY SCHEDULE
JOB CODE PAY GRADE ASSIGNMENT

1 **ARTICLE 1 - PREAMBLE**

2
3 The School Board of Okaloosa County, hereinafter referred to as the Board, and the Okaloosa
4 Education Staff Professionals hereinafter referred to as the Association agree as follows:
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7 **ARTICLE 2 - RECOGNITION**

8
9 This agreement is applicable for employees as defined in Certificate Number 657, dated December
10 6, 1984.

11
12 The designated bargaining unit includes all employees determined by the Public Employees
13 Relations Commission to be included in such unit, and not to include those who PERC has
14 determined to be excluded from such unit.

- 15
16 A. The Association recognizes the Board as the duly elected representative of the people and
17 agrees that other employees not represented by a bargaining agent will be the sole concern of
18 the Board and/or those respective parties. The Association agrees to negotiate only with the
19 Board through the negotiation agent or agents officially designated by the Board to act on its
20 behalf. The Association further agrees it will comply fully with all statutory requirements set
21 forth in Chapter 447, Florida Statutes, (The Collective Bargaining Law).
22
23 B. The term “employee” when used hereinafter shall refer to all members of the education staff
24 professionals bargaining unit as defined above.
25
26 C. Unless otherwise indicated the term “day” will mean normal employee workdays.
27
28 D. All rights, privileges and benefits granted to the Association in this agreement shall pertain
29 exclusively to the Association so long as it remains the certified bargaining agent.
30
31

32 **ARTICLE 3 - NEGOTIATIONS PROCEDURES**

- 33
34 A. Each party to negotiations shall select its negotiation representatives and empower them with
35 the authority to negotiate and come to tentative agreements for the purpose of submitting such
36 agreement to the members of the bargaining unit for majority ratification and to the Board for
37 its approval. It is recognized no final agreement between the parties may be executed without
38 ratification by a majority of the members of the bargaining unit, and by a majority of the
39 Board.
40
41 B. Both parties agree to meet at reasonable times and places to reach agreement in accordance
42 with Chapter 447, Florida Statutes. During the course of negotiations, the parties agree to
43 negotiate in good faith. Articles or groups of articles (packages) tentatively agreed to shall be
44 initialed by each party and dated.
45
46 C. If either party determines that the differences of position are so serious that further
47 negotiations will not produce a satisfactory agreement, then either party may invoke the
48 impasse machinery set forth in Florida Statutes. Any cost involved shall be shared equally by
49 the parties. Each party will be responsible for their own individual cost, including transcripts,

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secretarial service, etc.

- D. Negotiations shall begin no later than thirty (30) calendar days prior to the expiration date of the current Agreement unless both parties agree to an alternate date.
- E. Negotiating sessions will be scheduled after employee duty hours in order not to conflict with employees' assigned duties. In extraordinary circumstances, by mutual agreement of Chief Negotiators of both parties, negotiations may be conducted during employees' duty hours. When negotiations are mutually scheduled during regular working hours, official leave with pay shall be granted for the Association bargaining team.
- F. The Board and the Association understand that any public information requested by the Association will require reimbursement. The Board will charge the Association in the same manner as other outside agencies.
- G. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five percent (5%) of the operational revenue before January 1 or greater than two percent (2%) of the operational revenue after January 1, then at the option of the Board, the Board and the Association shall meet and negotiate in an attempt to resolve the problem created by the loss of such revenue.

The negotiations shall begin within three (3) days after notification of the Association by the Board that said loss of revenue has occurred, or is anticipated to occur. Should agreement not be reached within twenty (20) consecutive working days, (Monday through Friday), or both the Board and Association declare impasse, whichever first occurs, then in that event, the Board shall act unilaterally to resolve any problems created by the loss of revenue.
- H. Representatives of the Board and the Association may meet during the regular year at a time convenient to both parties for the purpose of reviewing the administration of this agreement and to resolve problems that may arise. These meetings are not intended for the purpose of negotiations or to bypass the grievance procedure.
- I. Any matter not specifically covered by this Contract but of concern to one or both of the parties may be brought up for negotiations during the Contract period if both parties agree. The Association and the Board agree to waive any and all rights to pursue through PERC, or the courts, a refusal by either party to mutually agree to open negotiations on matters not specifically covered by this Contract during the Contract period.
- J. During the term of this Agreement, each party reserves the right to reopen negotiations annually on salary, insurance, supplements and two (2) articles of each party's choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party by June 1.

ARTICLE 4 - RIGHTS

99 A. Employee Rights

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1. The parties agree all Board employees have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The parties agree that they will not discourage, deprive or coerce any employee in the enjoyment of any rights or privileges conferred by this Agreement; that they will not discriminate against any employee with respect to wages, hours and terms and conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association, or institution of any grievance under this Agreement.
2. The parties agree all provisions of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex or marital status.
3. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.
4. Discipline, to include but not limited to, termination, demotion, and suspension shall be fair and for just cause.
5. Employees shall enjoy without restriction all rights and privileges of citizenship conferred by the constitutions of the State of Florida and of the United States of America.
6. The School Board may provide legal support for employees as specified in Florida Statutes Chapter 1012.26.
7. Employees shall not be subject to discipline under the provisions of this Agreement by virtue of the employee's legal exercise of religious or political activities, or the lack thereof.
8. Administrators/Supervisors/Managers will allow an employee Association representation during any conference that may effect the status of the employee.
10. The Administration should make the employee aware of work-related complaints as soon as possible but within five (5) days of the time they know or should have known, otherwise no reference to said incident shall be made in the future. An employee shall have the right to know the name of the individual filing the complaint and respond.
11. Employees, volunteers and persons with whom the Board contracts for services shall not engage in any conduct which unreasonably interferes with the following:
 - a. an individual's responsibilities, performance, or orderly process of work;
 - b. an individual's freedom from intimidating, coercive, abrasive, hostile, or offensive working environment.Violation of this policy will not be tolerated. (Reference School Board Policy 6-28 for more information).

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149 12. The private and personal life of any employee, including additional employment are not
150 within the appropriate concern or attention of the Board, provided that these activities do
151 not impair the employee's effectiveness and performance as an employee of the school
152 district.
153
154 13. The Board will repair or reimburse an employee the current value of any clothing or
155 other personal property damaged or destroyed as a result of assault and/or battery, during
156 the work day, or the quelling of a disturbance suffered in the course of the legal
157 performance of the employee's assigned duties unless such loss covered by insurance or
158 reimbursement is attained from other sources not in excess of \$250, per year per
159 employee.
160
161 14. This District is required to provide each employee with Child Abuse and Neglect
162 Training. It is the employees' responsibility to report all suspected cases of child abuse to
163 the DCF hotline.
164

165 B. Association Rights
166

- 167 1. The Association and its members will have use of buildings. Use of equipment will be
168 granted by the Principal or Department Head. Reimbursement will not exceed that
169 charged other outside service agencies.
170
171 2. The Association shall have the right to post notices on bulletin boards designated by the
172 principal or department head. The bulletin boards shall be in an area where there is high
173 visibility for a majority of the employees. The Association shall have the right to use the
174 district courier service as long as such use is in accordance with the United States Postal
175 Services, Private Express Statutes, Section 310.3(b), and if available employee mail
176 boxes. Material disseminated through the courier service shall indicate who the material
177 is from. The Association Office shall be a regular stop on the courier route. It shall be the
178 responsibility of the Association representative to check daily at a designated place for all
179 correspondence addressed to them. Each employee will be provided a School Board email
180 address.
181
182 3. Members of the Association shall have the right to transact official Association business
183 on Board property during periods of time when employees are not engaged in the
184 performance of their actual duties (breaks, lunch, etc.). Authorized representatives of the
185 Association and its respective affiliates shall have the right to transact official business at
186 the job site when approved by the supervisor or during times when the employees are not
187 being compensated.
188
189 4. The Board agrees to make available to the Association in response to written request all
190 matters of public record at cost. These requests should be addressed to the Director, MIS
191 or Personnel (for employee records) following approved procedure.
192
193 5. The Association president or his designee shall be granted release time to attend to
194 Association business. The annual release time may not exceed 15% of the Association
195 President's scheduled workdays based on the respective payroll calendar. The
196 Association president shall use the OCSD substitute system to register the days and

197 arrange for a substitute for said position, if applicable. The OCSD TDE form shall be
198 completed and forwarded to the Assistant Superintendent of Human Resources.
199 Additional days may be granted by the School Board based on the School District
200 Superintendent's recommendation. The application to request additional days shall be
201 submitted to the Chief Negotiator or the Superintendent's designee. OESP shall
202 reimburse the School District at actual cost for all leave.

- 203
- 204 6. The Board agrees that the union shall have the option of releasing their president full time
205 or part time (increments of 20% at the secondary level). If the union opts to have the
206 president released part or full time they must notify the Superintendent or his/her
207 designee by June 1st of the previous year. The union agrees to reimburse the Board for the
208 appropriate cost of the president to include salary, social security, retirement and any
209 Board paid insurance contributions. At the end of the release, the individual shall be
210 placed in a similar position to what he or she originally held.
- 211
- 212 7. In the event any member of the Association is elected to or selected for an office or
213 position with the Association or any of its affiliates which requires that individual's full-
214 time services, leave without pay shall be granted for the period required to fulfill that
215 responsibility. Upon return from leave, the employee shall be placed in the same or a
216 similar position to that held before such leave. Such employee shall have the right to
217 continue participation in the retirement system and insurance programs of the District.
218 The Association shall reimburse the Board for the actual cost of such participation.
- 219
- 220 8. The Board agrees the Association representative will not be discriminated against,
221 reprimanded, or harassed for investigating in a reasonable manner complaints made by
222 employees.
- 223
- 224 9. The Association and its individual members recognize the humanity and dignity of each
225 child and agree to not act in any way on any matter which may subject the educational
226 interest of the child to any private or professional interest.
- 227
- 228 10. The Association president or designee may be released to attend any Board meeting or
229 workshop held during the school day, provided the president or designee notifies the
230 principal/administrator at least one (1) day in advance of the meeting. The President shall
231 be allowed to attend emergency called meetings. The Executive Director and/or President
232 shall be allowed to speak to at least one administrator meeting per year on the
233 implementation or updates within the contract.
- 234
- 235 11. The Superintendent shall appoint members and the Association shall appoint two (2)
236 members to a school calendar committee to meet and confer in order to establish a
237 tentative recommended school calendar.
- 238
- 239 12. The Association shall receive results of any and all surveys that reflect, concern or effect
240 working conditions or benefits of support personnel.

241
242 C. Board Rights

- 243
- 244 1. The parties to this Agreement verify that it is the right of the Board to determine,
245 unilaterally, the purpose of each of its schools and educational programs, set standards of

246 service to be offered to the public and exercise control and discretion over its
247 organization and operations. It is also the right of the Board to employ and relieve its
248 employees from duty because of the lack of work or for other legitimate reasons.
249

- 250 2. The parties agree that nothing contained herein shall be considered to deny or restrict the
251 Board of its rights, responsibilities, and authority under Florida School Laws or any other
252 laws or regulations, including the right to manage and direct the work forces, including
253 the right to hire, promote, suspend, discharge, and demote employees; transfer employees,
254 assign work, including extra duties to employees; institute new and/or improve methods
255 or changes therein; determine the size of the work force and to lay-off employees; except
256 rights which are clearly and expressly relinquished in this Agreement.
257
- 258 3. The parties recognize that it is the sole right of the Board to hire all employees and to
259 determine their qualifications.
260
- 261 4. The parties to this Agreement verify that officials of the Board will retain the right, in
262 accordance with applicable laws, regulations and policies to take whatever actions may be
263 necessary to carry out the responsibilities of the Board in situations of emergency.
264
- 265 5. All work presently being performed by members of the OESP bargaining unit shall be
266 deemed the property of the Board. The Board shall have full authority to place on
267 contracted services any such work which they so deem to be in the best interest of the
268 Board.
269
- 270 6. If an employee loses a position with the Okaloosa County School District because of
271 privatization, the employee shall choose from the following be paid for all accrued sick
272 leave or bank the days for future use if re-employed.
273
- 274 7. Prior to the Superintendent making a formal recommendation to the School Board to
275 contract out educational support positions to private sector companies, the Superintendent
276 shall notify the President of the Association at least 60 days before the School Board
277 would vote on a contract with a specific company. Nothing in this section shall require
278 the Superintendent or Board to act inconsistently with any State or Federal laws.
279
- 280 8. If an employee loses a position because of layoffs due to lack of funds, the employee shall
281 be paid for all accrued sick leave or be allowed to bank the days for future use if re-
282 employed. Payoff shall be based on the percentages found in Article 11, section 10
283 (Terminal Pay).
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290 **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 291
- 292 A. The purpose of this procedure is to secure, at the lowest possible administrative level,
293 equitable solutions to the problems which may from time to time arise affecting employees
294 who are members of the Association bargaining unit. Both parties agree these proceedings

295 shall be kept as informal and confidential as may be appropriate.

296
297 B. Definitions

- 298
299 1. The term “days” when used in this article shall mean normal employee workdays.
300
301 2. The term “employee” shall refer to a member of the Association bargaining unit.
302
303 3. The term “grievant” shall refer to an employee who has cause to make use of the
304 provisions of this Article.
305
306 4. A “grievance” is an alleged violation of a specific provision of this Agreement.
307
308 5. An “immediate supervisor” is the individual who directly supervises the employee’s
309 duties. The term “immediate supervisor” is the first person to whom a grievance will be
310 addressed at the informal step.
311
312 6. A “Department Head” is the individual responsible for the overall functioning of the
313 employee’s office, station or general area of responsibility.
314

315 C. General Provisions

- 316
317 1. All formal grievances must bear the signature(s) of the grievant(s).
318
319 2. In the event a grievance is being filed by employees at more than one work site, the
320 grievance must be signed by at least two (2) employees who allege that a violation has
321 occurred. In the event a grievance alleges violation of one or more of the Association’s
322 rights, the grievance shall bear the signature of the Association president or designee.
323 Such grievances shall be filed initially at the Superintendent’s level (Level 2).
324
325 3. Grievances shall be specific and shall cite the sections of this Agreement which are
326 alleged to have been violated.
327
328 4. A synopsis of the facts giving rise to the alleged violation(s) must be included on the
329 written submission.
330
331 5. The date(s) of the alleged violation(s) must be included on the written submission.
332
333 6. The written grievance must include the specific relief being sought by the grievant.
334
335 7. When the presence of a key witness at a grievance hearing is required by either party,
336 illness or other incapacity of such witness shall be grounds for extension of the time
337 limits contained herein.
338
339 8. If hearings and/or conferences are scheduled by a representative of the Board during
340 working hours, all employees whose presence is required shall be excused from duty with
341 pay to attend.
342
343 9. Employees shall have the right to Association representation at all levels of this

344 procedure, including informal. In the event an employee is being represented by anyone
345 other than the Association, at any level, excluding informal, the Association shall have
346 the right to have an Association representative present for the purpose of witnessing the
347 procedure.
348

349 10. Any grievance which arises after the expiration date of this Agreement but prior to
350 implementation of successor agreement shall be processed under the provisions contained
351 herein.
352

353 11. A grievance shall be deemed to have been waived unless presented to the immediate
354 supervisor in Step I within fifteen (15) working days after the event or events on which
355 the grievance is based are known or should reasonably have been known by the grievant.
356

357 12. Failure by the grievant or their representatives to appeal management's disposition of the
358 grievance at any level in a timely fashion will constitute waiver of the right to further
359 appeal.
360

361 13. The parties may upon mutual agreement waive any of the timelines contained herein.
362

363 14. All employees will be entitled to fair, reasonable and equitable treatment in the
364 processing of a grievance. An employee who participates or intends to participate in any
365 grievance as described herein shall not be subjected to discipline, reprimand, warning, or
366 reprisal because of such participation or intention. All documents, communications and
367 records dealing with the processing of any employee's grievance will be filed separately
368 from the employee's personnel file.
369

370 D. Initiation and Procedure (Informal)
371

372 In the event an employee believes there is a basis for a grievance, the grievant(s) shall first
373 discuss the alleged grievance with the immediate supervisor with the objective of resolving
374 the matter informally.
375

376 Step I (Formal)
377

378 If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will
379 invoke a formal grievance by filing the prescribed form (Appendix A) with the immediate
380 supervisor and a copy to the Association. Within five (5) workdays, the immediate
381 supervisor shall meet with the grievant(s) and shall indicate the disposition of the grievance
382 in writing and shall furnish a copy thereof to the grievant(s).
383

384 The Association may decide at any level, up to and including Step II, that the grievance lacks
385 merit. The Association will notify the grievant(s) and the principal or immediate supervisor
386 of such a decision.
387

388 Step II (Formal)
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390 If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no
391 decision has been rendered within ten (10) workdays after presentation of the grievance, the
392 grievant(s) may file the grievance in writing with the Superintendent of Schools or the

393 Superintendent's designated representative and notify the Association.
394

395 The Superintendent or the Superintendent's designee shall represent the Administration at
396 this level of the grievance procedure. Within ten (10) workdays after receipt of the written
397 grievance by the Superintendent, the Superintendent or the Superintendent's designee shall
398 meet with the grievant(s) in an effort to resolve it. Within five (5) workdays from the date of
399 the meeting as set forth above, a written decision shall be rendered.
400

401 Step III (Arbitration)
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403 If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent
404 or the Superintendent's designee, or if no disposition has been made within five (5) working
405 days, the grievance may be submitted to impartial arbitration by the Association. The
406 American Arbitration Association shall be notified, and an arbitrator shall be selected
407 according to its rules.
408

409 The arbitrator shall then meet with the two parties for the purpose of making a decision
410 relative to the grievance. The arbitrator's decision shall be rendered following the final
411 meeting and that decision shall be final and binding on the parties. The arbitrator shall not
412 have the power to add to, subtract from, modify or alter the terms of this Agreement. The
413 grievant, or the Association on the grievant's behalf, and the Board shall share equally all
414 expenses of the arbitration.
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418 **ARTICLE 6 - PAYROLL DEDUCTIONS**
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- 420 A. Upon appropriate written authorization from the employee, the Board shall deduct from the
421 salary of any employee and make appropriate remittance for any and all programs approved
422 by the Board.
423
- 424 B. Unless prohibited by law, OCEA and OESP will share a payroll deduction slot for the
425 purpose of having premiums for Association sponsored programs payroll deducted.
426 Authorized agents will be allowed to voluntarily meet with employees as long as it does not
427 interfere with work/duties. This provision will not include deductions for Association dues
428 or assessments.
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432

433 **ARTICLE 7 - WORKING CONDITIONS**
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436 A. Employee Workday
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- 438 1. Any employee who is assigned twenty (20) or more work hours per week shall be defined
439 as full-time. If, however, an employee's hours are reduced from twenty (20) or more to
440 less than twenty (20), through the implementation of Article 8 Section C of this
441 agreement, said employee shall have the right to maintain full-time status.

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2. Any employee who is assigned less than twenty (20) work hours per week shall be defined as part-time.
3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees. Two (2) breaks of not less than fifteen (15) minutes shall be included for employees who are regularly scheduled six (6) to seven and one-half (7 ½.) hours Employees who work four (4) but less than six (6) hours shall receive at least one (1) break of not less than fifteen (15) minutes. A duty-free lunch break is not included in the seven and one-half (7½) hour workday. A lunch break may be scheduled by the employee, with supervisor approval, either during mid-day or at the end of their paid workday and shall become the employee’s regular work schedule.
 - a. Employees shall have a regular work schedule. This schedule may be adjusted temporarily.
 - b. The Okaloosa County School District shall not arbitrarily change an employee’s regular work schedule.
 - c. If it becomes necessary to permanently change an employee’s regular hours, the employee with the most seniority at the worksite will have first option of the shift change provided there are two or more of the same job title with the same shift at the site. If neither employee volunteers, language for involuntary transfer will apply. The employee will be given at least thirty (30) calendar days notice, unless circumstances such as the necessity of School Board approval versus the beginning of school makes the thirty (30) day notice impractical. However, under no circumstances shall a permanent change of shift occur without at least a twenty-one (21) calendar day notice.
 - d. As soon as possible, Management will meet with the employee to explain the reason for the change, discuss if some other alternative is more acceptable that accomplishes the same objective, and/or the possibility of transfer.
 - e. If it is not possible for both parties to agree to the shift change, Management may institute the shift change, but they must provide in writing the reasons requiring the change of hours.
4. Employees shall not have their day broken up into more than two (2) separate time periods. The only exceptions to this shall be field trips or when a bus driver or transportation assistant voluntarily takes an extra run and knows what the schedule for pay is in advance.
5. No bus driver or bus driver assistant shall be paid for less than four (4) hours per day. Any time bus drivers spend over their four (4) hour day in activities such as attending mandatory meetings, cleaning buses, being with broken down buses, gassing buses, etc., shall be compensated at the driver’s regular hourly rate. Leave time shall be earned and used based upon actual driving time at the beginning of the school year. For purposes of record keeping these times shall not be altered (as it relates to leave) unless there is a change of two (2) or more hours per day in the driver’s route.

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6. All employees work week shall be from Wednesday through Tuesday for wage and hour law purposes. Employees shall have a regular work schedule. Any time worked outside of that schedule shall result in additional compensation at the employee's regular hourly rate; or, at the employer's discretion, compensatory time off shall be earned for the additional hours worked.
 - a. Employees shall notify their supervisor in advance of their desire to take compensatory time. Compensatory time may be denied if in the opinion of the supervisor, such leave would create an undue hardship for the district.
 - b. Employees shall be paid at a rate of one and one-half times their regular hourly rate for any work performed beyond forty hours in any given week (168-hour period) or be given time off at the rate of one and one-half the amount of overtime worked.
 - c. Employees may not accrue more than 100 hours of compensatory time off during a fiscal year.
 - d. Compensatory time may not be carried over to another fiscal year.
 - e. Employees who have not taken compensatory time earned by the end of the fiscal year shall be compensated at their regular hourly rate.
7. In the event the School Board determines the normal five (5) day work week will be compressed to a four (4) day work week, the following contractual variations shall apply:
 - a. The work week shall be Monday through Thursday. July 4 shall be a paid holiday for twelve-month employees.
 - b. Employees shall work during the compressed four-day work week the same number of hours that they would have worked in a non-compressed five (5) day work week.
 - c. Lunch and break periods shall be granted in such a fashion as to divide the workday into as near equal parts as practicable.
 - d. Employees will earn and utilize sick leave and annual leave time on the basis of each day of the four-day work week equals one and one quarter (1 1/4) days of employment.
 - e. Schedules may be adjusted from standard schedules if individual departments (employees and department heads) request it and the Superintendent and the Association agree.
8. Employees shall not be required to attend any meetings before or after the normal workday unless they are compensated with pay at their regular hourly rate or comp time.
9. Extra duties will be assigned equitably among all personnel in a specific job title.
10. Employees shall have access to computers and their district email accounts at their sites.

B. Employee Work Year

1. Regular full-time employees' normal work year shall be:

540	Nurses	196 days to include 6 paid holidays
541	Bus drivers	187 days to include 6 paid holidays
542	Lunchroom worker	187 days to include 6 paid holidays
543	Paraprofessionals	187 days to include 6 paid holidays
544		(Additional day to be the day before students arrive)
545	Media Assistant	187 days to include 6 paid holidays
546	Interpreters	187 days to include 6 paid holidays
547	9 months	186 days to include 6 paid holidays
548	10 months	206 days to include 6 paid holidays
549	12 months	252 days to include 12 paid holidays

550
551

552 The following will be paid holidays for all employees (*except 12 month*): Labor Day,
553 Veterans' Day, Thanksgiving Day (and the following day), Christmas Day, and Martin
554 Luther King Birthday. (*Note: These holidays are subject to change depending on the*
555 *school calendar*)

556

557 2. Job descriptions with 10 or 12 month options for the work year shall state in the posting
558 whether the job is for 10 or 12 months. Once the position is filled the status may not
559 change until there is an opening and the position is advertised. However, if the current
560 employee and the principal or department head mutually agree to change the status, the
561 status may be changed without re-advertising or posting.

562

563 C. Tools

564 1. The Board agrees to furnish and maintain all required common-use tools, equipment, and
565 supplies.

566

567 D. Health and Safety

568

569 1. No employee shall be discharged or disciplined for refusal to work in an unsafe or
570 hazardous situation as determined by the Board.

571

572 2. The Board shall reimburse employees the cost for any physical or mental examination
573 required by the Board or State for employment or continued employment. The cost of
574 certification or licensing as required by the Board or State for employment shall be paid
575 by the individual. (*Reimbursement will be \$100.00*).

576

577 3. The Board shall make every effort to provide safe working conditions at all job sites.

578

579 4. Employees who feel that they are being required to handle hazardous materials should be
580 made aware of the right to know law or report the specific case to the Risk Management
581 Department.

582

583 5. The Board will make every effort to provide first aid kits for all assigned work areas.

584

585 6. At the principal's direction, employees shall visually check their pre-designated area of
586 responsibility and report any suspicious items. Employees shall not be asked to conduct
587 bomb searches. If any employee has a concern about the designated areas of
588 responsibility, that employee may request a conference with the principal and an

589 Association representative.

590

591 7. Education staff professionals shall not be asked to perform any medical procedure, except
592 in case of an emergency, including dispensing medications unless they have been
593 specifically trained and signed off on by the appropriate authority as to their ability to
594 perform that task. F.S. 1006.062 will be conformed to. If an employee must perform
595 medical procedure(s) (for which they have been trained) which require documentation
596 when a nurse is not present at school, the employee will be compensated an additional
597 \$15 for 3.5 hours or less or \$25 for more than 3.5 hours.

598

599 8. Drug and/or alcohol testing will be conducted for employees under the following
600 circumstances:

601

602 a. An employee may be subject to drug testing when reasonable suspicion is determined
603 under applicable laws that the employee is using or has used drugs.

604 b. An employee shall be subject to a drug screen immediately following a work-related
605 accident or injury.

606

607 Refusal to submit to a drug/alcohol test following a work-related accident or injury shall
608 subject the employee to loss of workers' compensation benefits.

609

610 E. General

611

612 1. Employees that are required to attend in-service during their regular hourly duties will be
613 compensated at their regular hourly pay. If the in-service is held during non-duty hours,
614 they will be paid the currently adopted substitute hourly rate. Verification of training
615 and/or in-service courses shall be available from Curriculum- Professional Development
616 where in-service records are maintained.

617

618 2. Present facilities (i.e., restrooms, lounges) shall be made available to all employees during
619 lunch and all breaks.

620

621 3. Telephones shall be made available for use by all employees.

622

623 4. In the event an employee is given an assignment outside the employee's job classification,
624 the Board will provide whatever training is required to provide the employee with the
625 skills which the assignment requires.

626

627 5. All employees will be expected to perform their fair share of all work assigned.

628

629 6. No employee shall be permitted to work in the same area wherein the employee is under
630 the supervision of an immediate family member. Members of immediate family shall be
631 defined as spouse, father, mother, brother, sister or child.

632

633 7. Any employee who is required to drive their own vehicle to perform an assigned task
634 shall

635 be reimbursed the appropriate mileage. Rate of mileage reimbursement shall be
636 determined by Florida Statutes 112.061.

637

638 An employee who leaves their home and drives their own vehicle to an alternate work site
639 to perform an assigned task shall be paid for mileage in excess of the mileage from home
640 to regular work site.

641
642 An employee who drives their own vehicle from one work site to another work site to
643 perform an assigned task shall be paid for all of that mileage.

644
645 8. Employees required to work for non-school related functions, shall receive their
646 appropriate hourly pay from the Okaloosa County School District.

647
648 9. When in the case of an emergency an employee is required to return to work other than
649 their regularly assigned shift, the employee shall receive appropriate pay/comp time for
650 time worked or 2 hours of pay/comp time whichever is more.

651
652 10. Employees that assume the responsibilities of a supervisor, while that supervisor is on
653 leave for more than five (5) consecutive days shall be paid an additional \$2.00 per hour
654 stipend. These duties will be arranged in advance of the supervisor's leave. A form must
655 be signed by the Department Head/Principal in advance, unless not possible, due to an
656 emergency. Only one employee will be assigned the added duties by the Department
657 Head/Principal. If an employee thinks they are eligible and does not receive the stipend,
658 they may appeal to the Chief Negotiators from both sides. If the negotiators can not come
659 to an agreement, the stipend will not be paid to the employee. This provision of the
660 contract shall not be subject to the grievance procedure.

661
662 11. Professional Development programs that are developed by the Association and its
663 affiliates, may be offered to employees. All personnel will be eligible to apply.

664
665 12. The District will provide a substitute absence management system that will be made
666 available to school-based employees who require a substitute. If an employee that
667 normally does not require a substitute finds that they will need one for a long-term
668 absence they will be added to the system. Employees will not be required to make
669 arrangements for a substitute for themselves in the case of an emergency.

670
671 13. When notified of the completion of an investigation conducted by the Human Resources
672 or Equity offices, an employee who is named as a claimant or respondent must sign for
673 investigative documents or contact Human Resources for alternate delivery arrangements
674 within 5 business days.

675
676 14. Employees who interview for a position, but are not hired, will be notified.

677
678 15. Upon the third documented concern of an employee's inability to perform job duties, or if
679 an emergency health event necessitates, the Board may require employees to undergo
680 physical or psychiatric examination. The employee will submit a Fit for Duty exam at the
681 requirement of the Human Resources Department. In the event an employee is deemed
682 not fit for duty in their current position, the district will make an effort to identify a
683 suitable and available position for the employee's transfer prior to any terminable
684 decision.

685
686 F. Additional Working Conditions for Bus Drivers

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1. The Board through their designated representatives may assign a driver other than regular employed bus drivers to drive a bus on field trips provided the driver does not receive compensation from school or School Board funds for the field trips, are employed by the school requesting the trip and are affiliated with that sport of class.

Field trips will be assigned on a continually rotating basis among employees who are employed as regular bus drivers, and the driver receives compensation from the school or School Board funds for the field trip.

- a. Baker field trips will be assigned by rotation of Baker drivers who wish to be placed on the field trip list. Field trips shall be requested through Crestview bus shop.
- b. Laurel Hill field trips will be assigned by rotation of Laurel Hill drivers who wish to be placed on the field trip list. If there are not enough Laurel Hill drivers to fulfill requests, drivers will be chosen from the Crestview bus shop.
- c. Crestview field trips will be assigned by rotation of Crestview drivers who wish to be placed on the field trip list. Field trips shall be requested through the Crestview bus shop.
- d. Niceville field trips will be assigned by rotation of Niceville drivers who wish to be placed on the field trip list. Field trips shall be requested through the Niceville bus shop.
- e. Fort Walton Beach field trips will be assigned by rotation of FWB drivers who wish to be placed on the field trip list. Field trips shall be requested through the FWB bus shop.
- f. Each respective center (Baker, Laurel Hill, Crestview, Niceville, Fort Walton Beach) shall have a list of all drivers taking field trips.
- g. All minibus field trips shall also have a transportation assistant. The only exception is if when a minibus field trip is scheduled, the principal certifies that there will be a specific person on the bus other than the driver who is trained on tying down wheelchairs and evacuating the bus. If that person cannot make the field trip for some reason, a transportation assistant will be provided.
- h. The trip list shall be posted in a prominent place for affected drivers to check.
- i. Refusal of a field trip shall be handled in the same manner as acceptance, and the driver's name shall be moved from the top of the list and placed at the bottom.
- j. A driver may not refuse a trip once accepted in order to take a better trip. Drivers should honor their commitment to take field trips except in cases of emergency.
- k. Compensation shall be at the regular hourly rate for all drivers except overnight field trips. (See Article 7, F,15C)

- 736 1. In order to receive credit for alike experience as a bus driver you must be able to
737 verify the job required a CDL or Chauffeur’s license; it must have been a full-time job
738 (20+ hours per week or fringe benefits given); and you must have worked in the
739 position one day over half a year to receive a year’s credit.
740
- 741 2. Bus drivers, hired after August 1, 2014, will not be assigned field trips for the first thirty
742 (30) days of their probationary period. If they come up for a field trip it will automatically
743 be treated as if it has been turned down with appropriate notations. The driver will be
744 moved on the rotation list as any other driver who turns down a trip. All new CDL
745 holding employees in Okaloosa County will be held under the new thirty (30) day
746 probationary status for driving on trips. Newly hired Florida school bus drivers with
747 existing Florida CDL license, with “P” and “S” endorsements are exempt from
748 probationary status for field trips.
749
- 750 3. Regular bus drivers who live in Destin and have routes that begin or end in Destin will be
751 allowed to take their buses home at night. Regular drivers who live west of the Hurlburt
752 Field gate and have routes that begin or end west of the gate will be allowed to take their
753 buses home at night. All other drivers who operate from the Ft. Walton Beach bus shop
754 will park their buses at the shop at night. Niceville drivers will park their buses at the shop
755 at night. Regular bus drivers who live more than five (5) miles from the Crestview bus
756 shop and have routes that begin or end five (5) or more miles from the Crestview bus shop
757 will be allowed to take their buses home at night. All other drivers who operate from the
758 Crestview bus shop will park their buses at the shop at night.
759
- 760 4. Any route (for drivers, transportation assistants, and monitors) that becomes vacant will
761 be posted on a designated bulletin board at the transportation offices within five (5)
762 working days. The transportation department will send a copy of the route to the
763 Association at least three (3) working days prior to the route being permanently filled.
764 Bus routes (for drivers) for the new school year will be posted six (6) working days, not to
765 include weekends or holidays, prior to the students’ first day of school at all three bus
766 barns. All postings shall include a route description, date of posting, and other appropriate
767 information and shall be posted for six (6) working days. Transportation assistant and
768 monitor positions that become available will be posted on-line using FOCUS and will be
769 posted any time they become available. In filling the route vacancy
770 (for drivers, transportation assistants, and monitors) the Board shall in no particular order
771 use length of continuous uninterrupted service with the Okaloosa School District,
772 evaluations (when finalized), and qualifications for the position. In the event that two (2)
773 or more employees are equal in the above criteria, then geographic location of
774 the employee’s residence to the bus shop shall break the tie. Any route which begins or
775 ends in Destin, west of Hurlburt Field gate, five (5) or more miles from the Niceville bus
776 shop and five (5) or more miles from the Crestview bus shop will be assigned by the
777 transportation department to a driver if they live within the same area. If a driver does not
778 live in the same area the route will be posted the same as any other route and the bus will
779 be parked at the bus barn. All routes shall be filled by receiving driver/assistant within
780 seven (7) working days.
781
- 782 a. All spur runs, school to school, mid-day or tutoring runs shall be posted.
783 Consideration for filling these positions will be feasibility of accommodating the
784 route, seniority, and least amount of hours worked in a work week. All routes

785 shall be filled by receiving driver/assistant within seven (7) working days.

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5. Principals shall notify bus drivers in writing of students assigned to their bus who have been expelled, suspended, or transferred. When it is necessary for a student to ride a bus other than the students regularly assigned bus, or to be allowed to depart the bus at a stop other than the students regularly assigned stop, a form from the Principal's office authorizing the change shall be given to the driver.

6. Discipline forms shall be furnished to the bus driver and shall be used to report unruly students. A copy of this form will be given to the Director of Transportation, two (2) copies to the Principal and a copy shall be retained by the driver.

7. Bus drivers shall report on a furnished form the first time that passengers exceed the maximum seating capacity specified by the bus manufacturer. A copy of this form will be given to the Director of Transportation, one copy to the route supervisor, and a copy shall be retained by the driver.

8. Routes and stops will be established in a safe manner as determined by the Board.

9. Any driver who will be absent from work shall notify the appropriate transportation office as far in advance as possible. The department shall arrange for a substitute driver.

Drivers will make every effort to give one (1) week notice if leave time is for one (1) week or longer. Drivers will call in before 11:30 a.m. when requesting a substitute driver for that afternoon unless it is an emergency.

10. Bus drivers are responsible for keeping the interiors of their bus clean with supplies furnished by the Board.

11. Bus drivers will at all times operate buses in a safe, prudent, lawful and courteous manner, and will observe the principles of defensive driving.

12. Bus drivers shall not deviate from their assigned bus routes and stops without the permission of the Director for Transportation or designee except in the case of emergency.

13. Bus drivers are to promptly notify the Transportation Department of any work-related accident they may be involved and report such on the proper form.

14. Bus drivers will pre-trip inspect any bus they are driving before any field trip or extra-curricular trip.

15. Any driver, while performing extra-curricular driving, will be compensated at the designated rate of pay. Compensation will be paid in the following manner:

a. In town or in-zone trips - paid for on duty time unless released by person in charge of the trip.

b. Out-of-zone trips on all out-of-zone (not to include overnight) - the driver will be paid

- 834 from the time of departure from the pick-up site until the time of return to the
835 designed site.
- 836
- 837 c. Drivers will be paid for an additional thirty (30) minutes before the trip and an
838 additional thirty (30) minutes after the trip ends
- 839
- 840 d. Overnight field trip drivers will be paid the Federal or state minimum wage,
841 whichever is greater, from the time they leave the bus barn until the time they return
842 to the bus barn.
- 843
- 844 e. On out-of-town overnight trips, the driver will be paid either per diem or for room and
845 meals.
- 846
- 847 16. Principals shall notify bus drivers in writing of any known serious health problems,
848 certain felonies or delinquent acts of students who ride their particular bus. Notification is
849 to be given as soon as possible but no longer than three (3) working days of such known
850 information.(Florida S.S. 985.04(4)(a)(b)(c))
- 851
- 852 17. Bus barns will be staffed in the morning when drivers arrive for duty.
- 853
- 854 18. Bus drivers shall receive pay for an additional thirty (30) minutes daily if they are
855 currently driving the entire amount of time for which they are being paid. If they are not
856 currently driving the four (4) hours, they shall be paid for the part of thirty (30) minutes
857 that exceeds four (4) hours. If drivers do not keep their bus clean, on a consistent basis,
858 they may be subject to having their cleaning pay docked.
- 859
- 860 19. Physical dexterity testing will be administered by the director or designee. Transportation
861 assistants and monitors are also required to pass the physical dexterity test. Dexterity test
862 will be given on an annual schedule.
- 863
- 864 20. A bus driver with a health problem who is prohibited from driving temporarily due to
865 safety regulations (for example, being in a cast) shall be given at least one week of
866 employment as a bus assistant at the driver's regular rate of pay, as long as the bus driver
867 can perform the responsibilities of the temporary position.
- 868
- 869 21. Employees assigned to drive minibuses will be provided training on the securing of
870 wheelchairs, harnesses, baby carriers/seats, and the electric and manual controls of the
871 lift.
- 872
- 873 22. Prior to transporting students on a school bus, each driver shall meet the following
874 requirement(s):
- 875
- 876 a. Has filed a set of fingerprints for the purpose of the required background check for
877 determining criminal record;
- 878
- 879 b. Hold a valid commercial driver license with "P" and "S" endorsement;
- 880
- 881 c. Successfully complete forty-four (44) hours of pre-service training consisting of at
882 least twenty (20) hours of classroom instruction and twelve (12) hours of behind-the-

883 wheel training. Shall observe eight (8) hours (four (4) minibuses and four (4) sixty-five
884 capacity bus) of the operation of a bus. After passing of the commercial driver's
885 license test, shall drive with a trainer with students on boards for four (4) hours;
886

887 d. Attend the eight (8) hours of in-service required each year;

888
889 e. Demonstrate the ability to prepare required written reports;

890
891 f. Be physically capable of operating the vehicle as determined by physical examination,
892 Form ESE 479, prescribed by the Commissioner and given by a physical designated
893 by the School Board and as determined by a dexterity test administered by the school
894 district.

895
896 g. Demonstrate physical and mental capabilities required to carry out all assigned
897 responsibilities as a school bus driver and transportation assistant.
898

899 23. The District shall obtain a driver's history record from the Department of Highway Safety
900 and Motor Vehicles for each regular school bus driver, substitute driver, or any other
901 individual certified to drive a school bus by the district. The schedule for reviewing these
902 records shall be:

903
904 a. Prior to initial employment;

905
906 b. Prior to the first day of the fall semester;

907
908 c. Thereafter, the district shall consistently screen driver records using the automated
909 weekly updates, ensuring proper retrieval documentation for every week, or

910
911 d. In the event a continuous weekly update is not performed as described in paragraph
912 23(c) of this rule, school districts will perform required driving record checks prior to
913 the first day of each semester of the regular school year, and prior to the first day of
914 summer school for any driver who will be transporting students during summer
915 school.
916

917 24. In-services dates will be made available to transportation employees at the back to school
918 meeting. Reasonable notice will be given if a date or time needs to be changed.
919

920 G. Additional Working Conditions for Skilled Trades Employees

921
922 1. The employees workday begins upon arrival at a designated time and place as determined
923 by the Board. Transportation furnished by Board vehicles will be at the discretion of the
924 Board.
925

926 2. Training will be provided to all maintenance personnel for the purpose of performing their
927 job duties. Employees who are being moved into the new job description of Site Based
928 Technician are to be the first employees trained. Safety training will be given to all
929 maintenance personnel. The parties agree to try and utilize, at a minimum, the ten (10)
930 hour training offered through OSHA. When training becomes available for the different
931 job titles, persons will be notified as to when and where the training will take place. The

932 training will be at no cost to the employee and time off from their regular duties will be
933 allowed. If there is a new hire within the Maintenance Department, every effort will be
934 made for that person to receive the safety training as soon as possible.
935

936 H. Additional Working Conditions for Custodial Employees
937

- 938 1. Training for custodial employees will be conducted when deemed appropriate by the
939 Board.
940
- 941 2. The Board is responsible for maintaining all equipment needed in the performance of
942 custodial duties.
943

944
945 I. Additional Working Conditions for Assistants, Clerks and Secretaries
946

- 947 1. Training for teacher/library assistants will be conducted when deemed appropriate by the
948 Board.
949
- 950 2. All workshops will be advertised in a prominent location at the appropriate worksites.
951
- 952 3. When an Educational Staff Professional is pulled to substitute, he or she will, after having
953 worked at least 15 minutes, receive one (1) hour minimum pay. The ESP will then be paid
954 \$7.75 per hour in addition to his or her regular salary, payable in 15-minute increments.
955 An ESP working in this capacity in excess of 5 hours, will be credited at 7.5 hours. ESPs
956 will be expected to fulfill their regular duties during non-student contact time unless
957 otherwise directed by the principal.
958
- 959 4. Employees who are directed to work or volunteer in their job capacity for school-related
960 activities outside their normal work hours will complete the Overtime/Compensatory
961 Time Form (MIS5214). However, time spent voluntarily in such activities at the
962 employee's discretion and not in the employee's job capacity is not compensable.
963
- 964 5. Employees serving a full student day as STP monitor will be credited for 6.5 hours for
965 supplement purposes.
966

967 J. Additional Working Conditions for Food Service Workers
968

- 969 1. Training for food service workers will be conducted when deemed appropriate by the
970 Board.
971
- 972 2. The Board shall provide a uniform allowance of \$7.00 per month as long as the food
973 service vendor furnishes shirts and shoes. If they stop furnishing it or if the district takes
974 over again the student lunch program, the uniform allowance will return to \$15.00 per
975 month for all food service workers required to wear uniforms. Such money shall be paid
976 in a separate check disbursed one time at the end of the school year.
977
- 978 3. Each cafeteria shall maintain a list of substitutes. Every effort will be made to provide
979 substitutes when workers are absent.
980

- 981 4. Suitable means for cleaning shall be determined by the Board. No employees shall be
982 required to take materials home to clean with their own equipment.
983
- 984 K. Probation and Termination
985
- 986 1. New employees are classified as any person entering the School District for the first time
987 or who have resigned and returned. New employees shall be considered probationary for
988 the first six (6) months during which time employees may be terminated without cause.
989 Summer weeks not worked by nine- or ten-month employees will be excluded from the
990 six (6) months. After an employee has been employed by the employer for more than six
991 (6) months, termination shall be for just cause.
992
- 993 a. If someone is hired in a position not in the approved staffing pattern and that position
994 is less than six (6) months, they should be given that information at the time the job is
995 offered and will not be renewed for the following school year. However, if the
996 employee is rehired into a position at the same worksite in the approved staffing
997 pattern the following year with no break in service, the probationary period will
998 follow the language in the above paragraph.
999
- 1000 2. Positions for which the job duties are project oriented and which are funded from contracts,
1001 grants, or other sources of funds that are expected to be available only for a specified
1002 period may be designated as time limited. Employees hired in these positions should be
1003 given that information at the time the job is offered. Should the employee be hired by the
1004 district in a staffing pattern position they will keep their original hire date.
1005
- 1006 3. Before termination by the School Board, the following procedure shall occur:
1007
- 1008 a. The immediate supervisor or Superintendent shall notify the employee of the intent to
1009 recommend that the employee be terminated. The employee may then make a written
1010 request to the Superintendent for an informal hearing with the Superintendent or the
1011 Superintendent's designee regarding the recommendation. The employee shall make
1012 said request within ten (10) days from the time of receipt of the notification. Failure to
1013 make the request on a timely basis constitutes a waiver of the employee's right to
1014 further appeal under this procedure, therefore the Superintendent will make the
1015 recommendation for termination at the School Board's next regular scheduled
1016 meeting.
1017
- 1018 b. After the informal hearing before the Superintendent, the Superintendent shall then
1019 notify the employee of intention regarding the recommendations of the supervisor. If
1020 the Superintendent is going to recommend termination to the School Board, then the
1021 Superintendent shall, within ten (10) days of the informal hearing with the employee,
1022 notify the employee in writing of the decision. The Superintendent with said
1023 notification shall have the authority to suspend the employee with or without pay until
1024 the next regularly scheduled Board meeting at which time the Superintendent will
1025 make the recommendations to the Board.
1026
- 1027 c. If the employee wishes to appeal the termination or intent to terminate which the
1028 employee has received from the Superintendent, the employee shall request to have a
1029 formal hearing before the Board, the employee shall notify the Board in writing

1030 within ten (10) days of the notification from the Superintendent to the employee. This
1031 notification must be in writing and addressed to the Superintendent of Schools as
1032 Secretary of the School Board. The Board shall have the right to suspend the
1033 employee with or without pay pending the formal hearing if one is so requested by the
1034 employee. Failure to so notify the Board shall constitute a waiver of the employee's
1035 right to further appeal under this procedure.
1036

1037 d. The employee or employee's designee and the Board and its designee shall schedule a
1038 formal hearing before the Board as soon as it can be heard by all parties.
1039

1040 e. An employee opting to exercise the right to appeal to the Board under this procedure
1041 will not have recourse to the provision of Article 5, Grievance Procedure, of this
1042 Agreement.
1043

1044 f. In the event an employee opts to have the termination case heard by the Board, the
1045 decision of the Board shall be final and binding.
1046

1047 4. An employee who is absent from the workplace for three (3) or more consecutive
1048 workdays without authorized leave shall be considered to have abandoned the position
1049 and resigned from the District.
1050

1051 **ARTICLE 8 - REDUCTION IN FORCE/HOURS**

1052

1053 A. The Board shall have full authority to exercise a lay-off when deemed to be in the best interest
1054 of the Board.
1055

1056 B. Lay-off and Recall
1057

1058 1. A decision will be made as to the number of employees to be placed in lay-off by job title.
1059

1060 2. Prior to implementation of any reduction of jobs, the Department Head or Principal shall
1061 discuss the lay-off with the Association President or designee.
1062

1063 3. No new employee will be employed in a job title where an employee is still in lay-off if
1064 the employee in lay-off can do the work as determined by the Board.
1065

1066 4. The most senior laid-off employee will be recalled first within each job title.
1067

1068 C. Reduction in Hours
1069

1070 1. In the event of reduction of hours and the Board determines that the same number of
1071 hands are needed for a given period of time, at a given job site, other employees' work
1072 hours will be reduced based on continuous service within job title at South, Central and
1073 North sites. Prior to submitting a recommendation to the School Board regarding
1074 reduction in hours, the Department Head or Principal shall discuss the recommendation
1075 with the Association President or designee.
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1078 **ARTICLE 9 - EMPLOYEE EVALUATION**

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A. The purpose of employee evaluation is to support decisions concerning employee discipline, promotion and improvement. Evaluation shall be the responsibility of the Principal, Department Head or designee who shall not be a member of the bargaining unit. Employee evaluation can be found online and the appendix.

Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are related to the existing charge. All previous charges or actions must have been shared with the employee prior to this current action.

1. Each employee shall receive a written evaluation-between April 15th and May 15, unless they are still in their probationary period. Each employee who is in their probationary period will be evaluated at the end of their probationary period unless they are released.
2. Such written evaluation shall note the employee’s strengths, weaknesses (if any) and specific areas needing improvement (if any).
3. No employee shall receive “*Does not meet expectations*” on an evaluation unless a success plan has been given to the employee and implemented by March 15th. If an evaluator notes a weakness, they will fill out a success plan. If the success plan is completed satisfactorily, an evaluator may give the evaluatee a “*Meets Expectation*” on the evaluation and destroy the success plan.
4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.
5. If the employee does not agree with any portion of the evaluation report given to him, he shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within ten workdays of receipt.

B. Personnel Records

1. Personnel records are property of the Board. An employee shall have the right to review the personnel file and have copies made of any documents contained in the file. The employee will reimburse the Board for such cost.
2. Each personnel file shall be available for the employee’s inspection. The official file will be maintained at the District Personnel Office. No item from an anonymous source may be placed in the personnel files.
3. The Board and the Association shall abide by Florida Statutes 1012.31 relative to Personnel Files.
4. Letters of reprimand, letters of complaints from any source, or other items detrimental to an employee’s employment status, shall not be placed into an employee’s personnel file until the employee has had an opportunity to read and sign the item.

- 1128 5. Personnel files and letters of reprimand: At the request of an employee, written
1129 reprimands, material of a derogatory nature or complaints in an employee's personnel file
1130 may be appended with the notice that the material is no longer relevant for disciplinary
1131 purposes, provided there has not been a recent incident of similar problem or complaint.
1132

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1134 **ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES**
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- 1136 A. Vacancies defined - Vacancies shall be defined as any full-time (four hours or more)
1137 bargaining unit position to be filled.
1138
- 1139 1. All known vacancies shall be posted by the District on the FOCUS Applicant tracking
1140 system on www.okaloosaschools.com. The notices shall include the job title, work site,
1141 department and contact person.
1142
 - 1143 2. Employees will have three (3) working days in which to apply prior to filling of any
1144 vacancies.
1145
 - 1146 3. Summer positions shall be filled with preference to employees already in that specific job
1147 title. If no one from that job title wishes to be considered, then other employees shall be
1148 considered.
1149
 - 1150 4. An employee may request to rescind a resignation provided that: (a) the employee has not
1151 reached the separation date, (b) the vacancy has not yet been filled, and (c) the Board has
1152 not yet taken action on the resignation.
1153
- 1154 B. Definitions: A transfer is movement of an employee from one work site to another.
1155 Reassignment is the change of an employee's regular assigned duties or a major change in
1156 responsibility. This may or may not entail a transfer between work sites.
1157
- 1158 1. Voluntary transfers and reassignments shall be accomplished in the following manner:
1159
 - 1160 a. Employees desiring a transfer or reassignment to any of the posted positions shall
1161 send a completed transfer/reassignment request to the contact person listed on the
1162 posting.
1163
 - 1164 b. The department head or principal will review all applicants' transfer/reassignment
1165 request and contact those he wishes to interview. The department head or principal
1166 will mark a selection for all transfers in FOCUS.
1167
 - 1168 c. If the department head or principal makes the selection from current employees, the
1169 following criteria will apply:
1170
 - 1171 1) length of continuous, uninterrupted service within the district,
1172
 - 1173 2) evaluations,
1174
 - 1175 3) specialty experience,
1176

- 1177 4) job requirements
1178
1179 5) department head or principal's acceptance of the applicant.
1180
1181 a. Employees who are voluntarily transferred/reassigned shall retain all experience
1182 credit for salary purposes, and all seniority rights.
1183
1184 b. If the department head or principal does not choose from among current employees,
1185 the department head or principal may then consider and select a new applicant.
1186
1187 2. Involuntary transfers/reassignments shall be accomplished in the following manner:
1188
1189 a. No employee shall be involuntarily transferred until management has first given all
1190 qualified employees the opportunity to transfer voluntarily except in cases where
1191 Management determines that it is in the best interest of all parties concerned that a
1192 unilateral transfer be made. In those cases, the Assistant Superintendent of Human
1193 Resources shall review the circumstances which require an involuntary transfer. If the
1194 transfer becomes necessary, a meeting will be held with the employee. The employee
1195 will be entitled to Association representation and may request, in writing, the reason
1196 for the transfer.
1197
1198 b. When the Board determines that an involuntary transfer is necessary, an employee's
1199 (1) job title (2) length of continuous service with the system and (3) evaluation reports
1200 of service in the Okaloosa County School System will be considered in determining
1201 which employees are to be transferred. In cases where the problem calling for the
1202 transfer cannot be resolved because of the limits of the above criteria, a unilateral
1203 transfer may be made by the Board. Full justification will be furnished the employee
1204 involved and become a matter of record.
1205
1206 c. Before an involuntary transfer is made, a meeting shall be held between
1207 the Administrator/Principal and the employee to discuss the need for the transfer.
1208
1209 d. The Step 1 grievance timelines shall be waived regarding alleged violations of this
1210 Article.
1211
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ARTICLE 11 - LEAVES

1215 Leave is permission granted in advance by the Board, for an employee to be absent from work for a
1216 specific period of time with the right of returning to employment upon expiration of the leave as
1217 outlined under this Agreement. An application must make clear an acceptable purpose (except
1218 personal leave with pay) for which the leave will be used before approval will be granted. Leave
1219 must be officially granted in advance and may not be granted retroactively.
1220

1221 Sick leave and personal leave for verified emergency purposes as defined in this Agreement are
1222 considered to be granted in advance if the employee properly notifies the supervisor and submits a
1223 completed request form to the proper authority promptly on the day of return to work.
1224

1225 All requests for leave must be signed by the employee, recommended by appropriate supervisor(s)

1226 and approved by the Superintendent under the authority granted by the School Board.

1227

1228

1229 A. Leave With Pay

1230

1231 The following leaves with pay shall be granted by the Board under the conditions outlined in
1232 this Agreement:

1233

1234

1. Sick Leave

1235

1236 a. Full-time employees and regular part-time employees shall earn sick leave at the rate
1237 of one (1) day per month for each month of employment, accrued at the rate of one (1)
1238 day per monthly pay period. There is no limit to the number of days of sick leave that
1239 can be accumulated. Sick leave shall be taken in hourly increments.

1240

1241

1242 b. Sick leave may be used only when necessary, and the employee is unable to perform
1243 duties because of personal medical reason, of a close relative, or member of the
1244 employee's own household (any individual whose legal residence is the same as the
1245 person requesting leave). The employee shall notify the supervisor as much before the
1246 beginning of the regular workday as possible. Sick leave may be taken by the hour in
1247 cases of emergency or in situations where substitutes are not required.

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c. On the day of return to work, the employee shall file a written leave request to the immediate supervisor, which will set forth the days absent, and the reason(s) for such absence.

d. In the event an employee is out sick for over five (5) consecutive days, the Board may request a physician's statement verifying the employee's condition. In such a case, the Board will not pay the cost of a visit by the employee to any physician.

e. Support Personnel in the summer program shall be entitled to one and one-half (1 ½) sick leave days at the rate of one (1) sick day of sick leave for twenty (20) workdays. If such leave is not used during the summer program, the unused summer school leave shall be paid to the employee at the end of the session based on the Summer School Salary Schedule.

f. An employee may authorize the use of sick leave by a spouse, child, parent, current in-laws or sibling who is also a School Board employee. The following restrictions apply:

1) The recipient may not use the donated leave until all of recipient's sick leave has been exhausted, including sick leave from a sick leave pool if the recipient participates in a sick leave pool.

2) Donated sick leave has no terminal pay value.

3) The donor may not draw sick leave from a sick leave pool until the donor has used unpaid leave for the number of donated days.

- 1275 2. Military Leave
1276
1277 a. An employee in the National Guard or active reserve who participates in required
1278 military training shall be entitled up to seventeen (17) days paid leave annually. Such
1279 leave may be used only for the purpose of participating in required annual military
1280 training.
1281
1282 b. An employee granted military leave for extended active duty shall, upon completion of
1283 the tour of duty, be returned to employment without prejudice provided an application
1284 for re-employment is filed within six (6) months following the date of discharge.
1285
1286 a. Following the receipt of the application for re-employment, the School Board shall
1287 reassign the employee to duty in the school system as soon as possible. Under no
1288 circumstances shall the reassignment occur more than six (6) months after the
1289 application for re-employment.
1290
- 1291 3. Jury Duty/Witness Leave
1292
1293 a. An employee who is required to serve as a juror or subpoenaed to appear as a witness
1294 during regular working hours shall be granted paid leave upon proper documentation
1295 and application. Parties to a civil act or charged with a criminal violation will not be
1296 covered under this provision.
1297
- 1298 4. Personal Leave
1299
1300 a. An employee shall be entitled to six (6) days of personal leave with pay each year.
1301 Such leave shall be for personal reasons and shall be used entirely at the employee's
1302 discretion. Such leave will be deducted from the employee's accrued sick leave and is
1303 not cumulative from year to year.
1304
- 1305 5. Professional Leave
1306
1307 a. The Association shall have the right to send delegates to the Florida Education
1308 Association Delegate Assembly. In addition, the Association may authorize member
1309 participants to attend Association conferences, trainings and/or meetings. The total
1310 number of delegates authorized to attend will not exceed five percent (5%) of the
1311 Association membership. The delegates or member participants shall use the OCSD
1312 substitute system to register the days and arrange for a substitute for said position, if
1313 applicable. The OCSD TDE form shall be completed and forwarded to the Assistant
1314 Superintendent of Human Resources. OESP shall reimburse the School District at
1315 actual cost for all leave.
1316
- 1317 6. Annual Leave
1318
1319 a. Annual leave earned each month shall accrue at the close of that month. Annual leave
1320 shall accrue up to a maximum of 500 hours if earned.
1321
1322 a. Full-time employees who are employed on a twelve (12) month basis shall accrue
1323 annual leave as follows:

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- 1) An employee with less than five (5) years continuous service in the district at the rate of one (1) day per month for each month of full-time employment.
 - 2) An employee with five (5) years or more of continuous service in the district at the rate of one and one-quarter (1 ¼) days per month for each month of full-time employment.
 - 3) An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1 ½) days per month of full-time employment.
 - 4) An employee with fifteen (15) years or more continuous service in the district at the rate of one and three-quarters (1 ¾) days per month of full-time employment.
- c. Annual leave may be approved by the hour in cases of emergency or where no substitute is required.
- a. In the event that the employee's request for annual leave is denied and such denial would cause the employee to lose accumulated leave then the Board shall allow the employee to exceed the maximum allowable accrual or the Board shall reimburse the employee the number of days accrual to be lost times the employee's salary.
- e. Upon retirement or termination for any reason an employee is entitled to full payment at their current daily rate for any unused accumulated leave.

7. Temporary Duty Elsewhere (TDE)

- a. When employees are assigned to be temporarily absent from their regular duties and place of employment, such employee shall be compensated at the regular and/or overtime rates of pay set forth in this agreement. The Board will determine when the employee is on duty. The Fair Labor Standards Act provisions will be followed in making such determination.
- b. Employees assigned to school activities during the regular working hours shall be assigned TDE.
 - 1) Members of the Association who attend activities in direct representation of employees such as board workshops, grievances, and collective bargaining shall be considered to be on TDE, provided they are on Official Association business. Such Association TDE shall not be considered in calculation of overtime pay.
- c. Bus drivers who are being paid for making field trips during their regular working hours shall be placed on TDE without pay.
- d. Employees who are parents or guardians of children attending a public school may have up to one-half (1/2) day TDE per year to attend their children's school events or parent conferences. Absences must be coordinated with the employee's principal or supervisor to ensure that work duties can be covered. The employee will submit proof

1373 of attendance at the activity or conference just as for any other TDE. Such leave shall
1374 not be for taking field trips with their child or attending field days.
1375

1376 8. Temporary Absences
1377

1378 a. An employee may be released up to 1.5 hours on an occasional/emergency basis for
1379 medical appointments or other emergencies. Employees may include lunch or break
1380 time to extend the 1.5 hours only if the time gone encompasses regular lunch time or
1381 break time.
1382

1383 b. Employees must sign out to fulfill this requirement and records of these temporary
1384 absences must be maintained, showing the number of absences involved.
1385

1386 9. Illness-In-Line-of-Duty
1387

1388 a. Any member of the education staff professionals shall be entitled to illness-in-line-of-
1389 duty leave when the employee has to be absent from work because of personal injury
1390 received in the discharge of duty or because of illness from any contagious or
1391 infectious disease contracted in the execution of employee's work at the worksite.
1392

1393 b. Illness-In-Line-of-Duty (Certification)
1394

1395 Requests for illness-in-line-of-duty resulting from contraction of contagious disease in
1396 school shall require a physician's statement, attached to the leave request from the
1397 principal, certifying that the employee making the request was in contact with the
1398 disease within the incubation period.
1399

1400 c. Illness-In-Line-of-Duty (Claims)
1401

1402 Any member of the education staff professionals who has any claim for compensation
1403 while absent because of illness contracted or injury incurred as prescribed herein shall
1404 file a claim in a manner prescribed in Florida Statute 1012.63, by the end of each
1405 month during which such absence has occurred. The Board shall approve such claims
1406 and authorize the payment thereof; provided that the Board shall satisfy itself that the
1407 claim correctly states the facts and that the claim is entitled to payment in accordance
1408 with the provisions of this section.
1409

1410 d. Illness-In-Line-of-Duty (Duration of Leave and Compensation)
1411

1412 Leave for any such member of the education staff professionals shall be authorized for
1413 a total not to exceed ten (10) working days during any fiscal year for illness
1414 contracted, or injury incurred from such causes as prescribed above. However, in the
1415 case of sickness or injury occurring under such circumstances as the opinion of the
1416 Board warrants it, additional emergency sick leave may be granted out of local funds
1417 for such term and under such conditions as the Board shall deem proper.
1418

1419 10. Terminal Pay
1420

- 1421 a. Employees shall be entitled to terminal pay for unused sick leave days at the time of
1422 termination of employment for retirement. Such benefits shall be paid to their
1423 beneficiaries if service is terminated by death. A cash payment for unused sick leave
1424 days as follows:
1425 b. During the first three (3) years of service, in the FRS the daily/hourly rate of pay
1426 multiplied by thirty five percent (35%) times the number of days of accumulated sick
1427 leave.
1428 c. During years 4, 5, and 6 of service, in the FRS the daily/hourly rate of pay multiplied
1429 by forty percent (40%) times the number of days of accumulated sick leave.
1430 d. During years 7, 8, and 9 of service, in the FRS the daily/hourly rate of pay multiplied
1431 by forty-five percent (45%) times the number of days accumulated sick leave.
1432 e. During years 10, 11, and 12 of service, in the FRS the daily/hourly rate of pay
1433 multiplied by fifty percent (50%) times the number of days of accumulated sick
1434 leave.
1435 f. During and after the thirteenth(13th) year of service in the FRS an employee will
1436 receive 100% of accumulated sick leave pay if they retire before or at the end of the
1437 year in which they reach normal retirement.

1438
1439 Normal retirement is defined as not having a reduction in benefits. (When employees
1440 are paid terminal pay, also refer to current pay plans provider reference in Article 11.
1441

1442 11. Domestic Violence Leave

- 1443
1444 a. An employee may request and take up to three (3) working days of leave from work in
1445 any 12-month period if the employee or a family or household member of an
1446 employee is the victim of domestic violence. The first incident of requesting Domestic
1447 Violence Leave shall be paid leave. For the remaining time the employee is with the
1448 District, all other incidents of requesting Domestic Violence Leave shall be unpaid.
1449
1450 b. This section applies if an employee uses the leave from work to:
1451
1452 1) Seek an injunction for protection against domestic violence or an injunction for
1453 protection in cases of repeat violence, dating violence, or sexual violence;
1454
1455 2) Obtain medical care or mental health counseling, or both, for the employee or a
1456 family or household member to address physical or psychological injuries
1457 resulting from the act of domestic violence;
1458
1459 3) Obtain services from a victim services organization, including, but not limited to,
1460 a domestic violence shelter or program or a rape crisis center as a result of the act
1461 of domestic violence;
1462
1463 4) Make the employee's home secure from the perpetrator of the domestic violence
1464 or to seek new housing to escape the perpetrator; or
1465
1466 5) Seek legal assistance in addressing issues arising for the act of domestic violence
1467 or to attend and prepare for court-related proceedings arising from the act of
1468 domestic violence.
1469

- 1470 c. Except in cases of imminent danger to the health or safety of the employee, or to the
1471 health or safety of a family or household member, an employee seeking leave from
1472 work under this policy must provide the immediate supervisor appropriate advance
1473 notice of the leave as required by the Board's policy along with sufficient
1474 documentation of the act of domestic violence as required by the Board.
1475
1476 d. An employee seeking leave under this policy must, before receiving the leave, exhaust
1477 all annual or vacation leave, personal leave, and sick leave, if applicable, that is
1478 available to the employee.
1479

1480 12. Bereavement Leave

1481
1482 Any employee who suffers the death of an immediate family member will be granted
1483 bereavement leave in the following manner:
1484

- 1485 a. All permanent employees will be credited with paid bereavement leave in the event
1486 of a death in their immediate family. Immediate family is defined as a spouse, parent,
1487 sibling, child, grandparent, grandchild, or their current in-law or step-relative
1488 counterparts.
1489
1490 b. Employee will be credited with paid bereavement leave on a fiscal year basis.
1491 Bereavement leave must be taken within two (2) weeks of the loss or burial and is
1492 not cumulative. Employees will not be paid bereavement for days not scheduled
1493 to work. Employees are required to attach a copy of the obituary or other
1494 satisfactory document to the leave request form.
1495
1496 c. If the funeral is to be held within 250 miles of the employee's home - the employee
1497 shall be allowed to utilize a maximum of three (3) days of bereavement leave.
1498
1499 d. If the funeral is to be held more than 250 miles from the employee's home - the
1500 employee shall be allowed to utilize a maximum of five (5) days of bereavement
1501 leave.
1502
1503 e. The use of bereavement leave does not prevent the employee from taking additional
1504 sick leave or unpaid leave.
1505
1506 f. Bereavement leave may not be used more than twice during a fiscal year.
1507

1508 13. Emergency Natural Disaster Personal Leave

- 1509 a. When schools are reopened following a natural disaster, employees are eligible to
1510 apply for emergency natural disaster personal leave with pay when they can
1511 substantiate any one of the following conditions:
1512
1513 1) They were unable to return to work because they evacuated the area;
2) They suffered damage to their residence;

- 1514 3) They were requested to participate in relief efforts and are recommended for
1515 leave by their supervisor;
- 1516 4) There were other natural disaster-related circumstances which are documented
1517 and they are recommended for leave by their supervisor.
- 1518 b. The requests must be approved and recommended by the Superintendent or designee.
1519 In no event shall such leave exceed five (5) days. Emergency natural disaster
1520 personal leave when granted shall not be deducted from the employee's sick leave.

1521

1522 B. Leave Without Pay

1523

1524 1. Medical and Family Leave

1525

- 1526 A. The Board may approve request for unpaid leave for up to one (1) year due to illness,
1527 disability, accident and parental child rearing for the first year after birth/adoption.
1528 The Board shall comply with the "Family and Medical Leave Act" provided an
1529 application for such benefits is received with the request for leave and the employee
1530 qualifies for such leave. The employee will not be allowed to return to work or any
1531 paid or compensatory status during that up-to one-year of unpaid leave unless he or
1532 she agrees to terminate the leave period.

1533

1534 Provisions of the Family and Medical Leave Act provide for up to twelve (12) weeks
1535 of paid health benefits for some employees under certain conditions.

1536

- 1537 B. The Board will comply with the Family and Medical Leave Act of 1993. The Family
1538 and Medical Leave Act entitles an "eligible employee" to take up to a total of 12
1539 work weeks of unpaid leave during any 12-month period for the birth of a child and
1540 to care for such child, for the placement of a child for adoption or foster care, to care
1541 for a spouse or an immediate family member with a serious health condition, or when
1542 he or she is unable to work because of a serious health condition. To be eligible for
1543 leave, an employee must have worked for the District for at least 12 months and for
1544 at least 1,250 hours during the 12-month period preceding the commencement of the
1545 leave. Employee benefits, to include sick leave, shall not be diminished due to
1546 compliance with the Family and Medical Leave Act. Sick Leave earned while on
1547 FMLA can only be used after employee returns to work. Family Medical Leave does
1548 include unpaid days taken under Parental/Maternity or Absence due to illness.

1549

- 1550 1) FMLA can be used in conjunction with paid sick leave after paid sick leave is
1551 exhausted.

1552

- 1553 2) FMLA can be used in conjunction with unpaid leave at the onset of the leave
1554 period.

1555

- 1556 3) FMLA can be used in conjunction with parental leave. This language should not
1557 be construed to prevent employees from current option of retaining paid leave
1558 days while utilizing parental leave.

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1560 2. Personal Leave Without Pay

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Personal leave without pay shall not be granted for the purpose of an employee entering into full time employment in another position. Employees shall use all available paid personal leave days before using unpaid personal leave.

Any absence beyond accrued leave must be approved by the School Board prior to the absence except in case of documented emergency. Illness with doctor’s excuse is considered a documented emergency. Other personal/emergency leave requires that written documentation/verification accompanies the Request for Leave and that all personal leave has been exhausted.

Absences without approved leave are subject to disciplinary action and/or termination. Employees can be assured that all requests for Leave without Pay (LWOP) will be submitted to the School Board with a recommendation by the Superintendent for approval. Employees on personal Leave without Pay will not be allowed to switch to paid leave without first coming back to work. This provision shall have no effect on the use of the sick leave pool.

If an employee is on the Leave without Pay report for taking unpaid leave without their supervisor’s approval, the employee will be removed from the Leave Without Pay report if the employee does not receive additional LWOP-related discipline for twelve (12) months.

Any leave taken under this section that qualifies for leave under the Family Medical Leave section of the Article shall be taken in conjunction with the Family Medical Leave section.

3. Political Leave

The Board shall grant a maximum of four (4) years unpaid leave when such leave is for the purpose of running for or holding elected political office. Employees will reapply if additional leave is necessary.

4. Military

Employees drafted into full-time military service shall be granted leave without pay for the period of required military service. Military orders must be presented with the leave request.

5. Sabbatical Leave

Okaloosa Education Staff Professionals who are enrolled in accredited teacher preparation programs and are required to complete a practicum or other full-time student teacher component in order to complete their degree, may elect to take an unpaid leave of absence for one semester to accomplish the requirement under the following terms and conditions:

- Employees must notify Human Resources of their intent and provide documentation of the requirement and associated timeline as soon as feasible.

- 1610 • Employees opting to take this leave may do so only once.
- 1611 • Employees, while on leave for this reason, will still be entitled to insurance benefits
- 1612 as structured at the time of the leave.
- 1613 • Leave taken for this reason will not constitute a break or interruption in continuous
- 1614 service in the District.
- 1615 • At the end of this leave, unless hired to be a teacher, the individual shall be placed in
- 1616 the same or a similar position to what he or she originally held at the applicable rate
- 1617 for the new position.
- 1618 • If, for any reason, the student teaching opportunity is terminated by the employee or
- 1619 the sponsor institution prior to the end of the semester, the employee must contact
- 1620 Human Resources the next business day after the termination and make notification
- 1621 that they are available to return to work.
- 1622

1623 C. Bargaining unit employees may formally resign a maximum of three (3) years in advance for
1624 purposes of retirement. Employees who choose the maximum of three (3) years may be paid up
1625 to thirty-three and one-third percent (33 1/3%) of their current accumulated sick leave during the
1626 first year of their resignation. During the second year of their resignation they may be paid up to
1627 one-half (1/2) of their remaining accumulated sick leave. At the end of the third and final year of
1628 employment they will be paid the balance of their accumulated sick leave.

1629
1630 An employee who selects to use the above benefit will not be eligible to use the sick leave pool
1631 until, 1) all of the employee's sick leave and annual leave have been depleted and, 2) the
1632 employee has been on leave without pay for the number of days equal to the number of sick
1633 leave days for which the employee has been paid according to this policy.

1634
1635 Normal retirement is defined as being able to retire without having any reductions in benefits.

1636
1637 July 1 shall be considered the point of determination regarding penalty for exceeding normal
1638 retirement (i.e., 62nd birthday on June 30, less than 30 years service, not eligible for benefit if
1639 employment continues after July 1).

1640
1641 All payments for accumulated sick leave will be paid at the employee's current daily rate.

1642
1643 Members of the bargaining unit will participate in the program offered by the current pay plans
1644 provider to shelter payoffs for annual leave, sick leave and retirement bonuses from FICA taxes
1645 and income taxes to the extent permitted by law.

1646
1647 Should an employee wish to transfer funds from the current pay plans provider within thirty (30)
1648 days of leaving the system, the District will pay for any administrative fees. In addition, the
1649 District agrees that if the employee chooses to transfer funds from the current pay plans
1650 provider within thirty (30) days of leaving the system, the District will pay any penalty that is
1651 charged because of early withdrawal. Such penalty shall not exceed the 7.5% that would have
1652 been paid to FICA. The District will reimburse the employee for any penalty that exceeds the
1653 7.5%. (Payment for annual leave because an employee is changing to a ten-month position from
1654 a twelve-month position shall not be part of this agreement).

1655
1656 Regarding the current pay plans provider contributions, retiring employees and DROP
1657 participants who have a leave or pay-off payment of \$500 or less are not eligible to participate in
1658 the current 401(a) plan.

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ARTICLE 12 - SICK LEAVE POOL

- A. A sick leave pool shall be established for use by participating full-time employees.
- B. Participation in the sick leave pool shall be voluntary on the part of each full-time employee.
- C. All full-time employees shall be eligible for participation in the sick leave pool after one (1) year of employment by the Okaloosa County School Board provided said employee has accumulated a minimum of twelve (12) days accrued sick leave.
- D. Any sick leave pooled pursuant to this Article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.
- E. Any sick leave time drawn from the pool by the participating employee must be used for the employee's personal catastrophic illness, accident or injury.
- F. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility. No other sick leave contribution will be required, except that each participating employee shall be required to contribute an additional day of accrued sick leave if the sick leave pool balance has been reduced below one (1) day for each two (2) participating employees. In the event a member does not have any days at the time of request for an additional day, they shall contribute the next day they earn to the sick leave pool.
 - 1. Employees shall be eligible to join the sick leave pool during the first twenty (20) school days of each school year.
 - 2. The employee who cancels membership in the sick leave pool shall not be eligible to withdraw the days of sick leave the employee has contributed to the pool.
- G. A participating employee shall not be eligible to use sick leave days from the pool until all of the employee's sick leave has been depleted. An employee so situated shall be eligible to use up to a maximum of sixty (60) days, in 20-day increments, from the pool within a twelve-month period and only for approved absences of five continuous workdays or more.
- H. A participating employee who is eligible to use sick leave days from the pool shall not be required to re-contribute such days, except as a regular contributing member.
- I. An employee who transfers into another school district within the state shall not be eligible to have sick leave days from the pool transferred to that district's sick leave pool.
- J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrongdoing, the employee may be required to repay any or all of the employee's sick leave credits drawn from the sick leave pool at the employee's regular daily rate of pay. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave.

1708 K. A sick leave pool committee selected by the Association shall approve or disapprove all
1709 requests for withdrawal and shall formulate any additional administrative guidelines as it shall
1710 deem necessary. Approval or disapproval is based upon qualifications as set forth in OESP sick
1711 leave pool policy.
1712

1713
1714 **ARTICLE 13 - COMPENSATION**
1715

1716 A. Salary Schedules
1717

1718 The salary of each employee covered by this Agreement is set forth in Appendix which is
1719 attached hereto and made a part hereof.
1720

1721 B. General Provisions
1722

- 1723 1. Salary Schedules will be in the Appendices of the Agreement.
1724
- 1725 2. Job Code and Pay Grade Assignment is in the Appendix.
1726
- 1727 3. Paychecks shall be distributed with the same regularity as presently exists with the
1728 following exceptions. Employees who would normally receive less than twelve (12)
1729 regular monthly paychecks shall be issued a paycheck on the last working day in August
1730 if they have performed work prior to the end of the twelve-month hourly August payroll
1731 period. Employees' insurance contributions shall not be taken from this special August
1732 paycheck.
1733
- 1734 4. Employees shall be properly placed on schedule for Okaloosa County experience.
1735
- 1736 5. Outside job experience will be allowed for pay purposes only when it coincides with the
1737 performance responsibilities of the current job description. For those Support
1738 Professionals hired July 1, 2022 or later, all full-time job-alike experience will be allowed
1739 for pay purposes. For those support professionals hired prior to July 1, 2022, any full-time
1740 job alike experience previously uncredited will be allowed for pay purposes provided
1741 such experience is turned in and verified through Human Resources within 90 days of
1742 execution of this agreement. The newly credited experience will be reflected in pay
1743 beginning with the first pay period following the verification. A calendar year can only be
1744 counted one time in computing School Board and outside job experience. To receive a
1745 year's credit, you must have worked over half the year. Full time is defined as twenty (20)
1746 or more hours a week. Employee must verify outside experience. Documentation must be
1747 presented to the Human Resources Department before the 1st of the month to be given
1748 credit for the experience that month. No credit will be given for past experience that a
1749 retirement is being drawn on or if a lump sum payment was received.
1750
- 1751 6. An employee who would be eligible to retire under an existing state retirement system
1752 and has been credited with fifteen (15) years of experience earned in Okaloosa County
1753 School System shall have ten (10) percent of the employee's annual salary, excluding
1754 supplements, paid upon the submission of their resignation provided that the employee
1755 completes the necessary procedures through the Human Resources Department. The
1756 retirement incentive will not be paid to any employee who: (a) fails to submit a request

- 1757 within one (1) calendar year after the date of separation or (b) continues employment
1758 beyond June 30 of the year after the employee reaches first eligibility for normal
1759 retirement benefits. It shall be the responsibility of each employee to determine the
1760 employee's eligibility for normal retirement and to meet the requirements set forth in this
1761 provision. Employees who are members of the FRS Investment Plan will be held to the
1762 same normal retirement eligibility requirements as the FRS Pension Plan members.
1763
- 1764 7. Okaloosa Education Staff Professional employees who have completed Eighteen (18) or
1765 more years of service recognized by the School District of Okaloosa County shall be
1766 eligible for a longevity stipend (Longevity Stipend 1). Up to five (5) years of outside, job-
1767 alike experience may be counted for longevity stipend purposes. Education Staff
1768 Professionals will receive an additional longevity stipend (Longevity Stipend 2) after
1769 three (3) additional years of service have been completed since initially receiving
1770 Longevity Stipend 1, as of June 30th. Refer to Educational Staff Professionals Salary
1771 Schedule
1772
- 1773 8. The method for converting monthly salary to hourly salary shall be monthly salary divided
1774 by 155.
1775
- 1776 9. Shift Differential
1777
- 1778 a. Any full time or part-time employee whose regularly assigned shift ends between 8:00
1779 pm – 9:59 pm shall receive a shift differential of thirty cents (\$.30) per hour for all
1780 hours worked.
1781
- 1782 b. Any full time or part-time employee whose regularly assigned shift ends at 10:00 pm or
1783 later shall receive a shift differential of fifty cents (\$.50) per hour for all hours worked.
1784
- 1785 10. Transportation Assistants will receive other compensation at their current hourly wage to
1786 attend the back to school meeting.
1787
- 1788 11. Employees that proctor or administer state assessments will be paid \$5 per hour in addition
1789 to their normal wage. Support professionals will not be required to administer MAP
1790 without a teacher present. Proctoring should be rotated equally among all qualified
1791 support staff that do not require coverage.
1792
- 1793 12. School Food Service Employees
1794
- 1795 Pay for food service courses will be paid at the rate of \$.08 per hour for each course. A
1796 maximum of six (6) courses will be allowed for pay purposes. Being a certified food
1797 service worker qualifies as a "course". If a food service worker uses this as one of their
1798 courses, then they may receive a maximum of seven (7) courses for pay purposes.
1799
- 1800 Certified food service workers shall receive a \$100 supplement at the end of the school
1801 year. Proof of certification shall be submitted on a yearly basis to the Program Director of
1802 Food Service.
1803
- 1804 13. Maintenance Department Employees
1805

- 1806 A. A supplement will be paid to employees in the following job titles who have obtained
 1807 and posses a current license in the following field(s).
 1808
 1809 047100 Welder I
 1810 047300 Carpenter I
 1811 047400 Electrician I
 1812 047500 Plumber I
 1813 047600 Air Condition & Refrigeration I
 1814
 1815 The supplement will be \$50 per month for local or state registration and \$25 additional
 1816 per month (a maximum of \$75) for state certification in the specific area of job
 1817 classification.
 1818
 1819 b. Employees who are required to have certification for swimming pools because there
 1820 exists a swimming pool on campus/site, should be paid \$50 per month.
 1821
 1822 SP828 Swimming Pool Technician
 1823
 1824 c. No additional fee will be paid for residential or journeyman licenses.
 1825
 1826 d. To continue receiving the supplement, the registration or certification must be renewed
 1827 upon expiration. It is up to the employee to provide the county with current
 1828 verification.
 1829
 1830 e. Employees may be employed in or moved to the classification listed below when they
 1831 have five (5) years related experience or an AA degree in their field from a two-year
 1832 accredited institution. Job experience will be allowed only when it coincides with the
 1833 performance responsibilities of the following job classification:
 1834
 1835 047100 Welder I
 1836 047300 Carpenter I
 1837 047400 Electrician I
 1838 047500 Plumber I
 1839 047600 Air Condition & Refrigeration I
 1840
 1841 f. An employee who receives a certificate of completion from an accredited vocational
 1842 school will be allowed two (2) years experience for pay purposes in job classifications
 1843 4712, 4732, 4742, 4752, and 4764.
 1844
 1845 If years of work experience and vocational accreditation are combined, the number of
 1846 years shall not exceed five (5).
 1847
 1848 14. Transportation Employees
 1849
 1850 a. A supplement will be paid to employees in the following job classification who
 1851 successfully complete the requirements for the Vehicle Service Technician or Master
 1852 Repair Technician.
 1853
 1854 046100 Mechanic I

1855
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- b. The Vehicle Service Technician Test and Master Repair Technician Test shall replace the ASE tests as those certifications expire. The supplement for Vehicle Service Technician will be \$100.00 per month. The supplement for the Master Repair Technician Test will be \$200.00 per month.
- c. The supplement for Bus Inspectors will be \$100.00 per month.
- d. The total amount of money an employee would be eligible for in supplements shall not exceed \$200.00 per month.
- e. To continue receiving the supplement, the certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.
- f. Employees may be employed in or moved to the classification listed below when they have five (5) years related experience or an AA degree in their field from a two-year accredited institution. Job experience will be allowed only when it coincides with the performance responsibilities of the following job classification:
 - 046100 Mechanic I
- g. An employee who received a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classification 4614 (Mechanic II).
- h. If years of work experience and vocational accreditation are combined, the number of years shall not exceed five (5).
- i. Transportation support professionals (secretaries and mechanics) who carry a qualifying CDL license with a “P” and “S” endorsement will receive an annual \$500 supplement if assigned to drive a bus route.
- j. New Bus Drivers shall receive a \$300 stipend upon successfully completing half a year of service, and \$500 upon successfully completing their first full year of service.
- k. Annual in-service training for Transportation Employees may be scheduled prior to the start of an employee’s contract calendar date provided that (a) 30 days advance notice is given to impacted employees and (b) that any day worked prior to the start of the contract will be in lieu of an approved non-student workday.

15. Summer Feeding Program

- a. The Site Supervisor’s responsibilities are as follows:
 - 1. Serve meals
 - 2. Clean up after meals
 - 3. Ensure safe and sanitary conditions at the site
 - 4. Receive and account for deliver meals
 - 5. Ensure that children eat all meals on site

- 1904 6. Plan and organize daily site activities
1905 7. Implement alternate food service arrangements during inclement weather
1906 8. Take accurate meal counts (at point of service unless an alternate system that
1907 provides accurate count has been approved by the state agency.)
1908
1909 b. Employees will be guaranteed a minimum of four (4) hours of paid time.
1910
1911 c. Employees who are hired to cover at various locations will be paid mileage for travel to
1912 the different sites.
1913
1914 d. All program workers must attend one (1) training session.
1915
1916 C. Insurance
1917
1918 1. Health Insurance
1919
1920 The Board will make available to eligible employees a group health insurance program.
1921 The Board will offer one insurance plan that is no cost to the employee for employee
1922 coverage. Other insurance plans available will be offered at a cost share between the
1923 District and employee to include employee only plans and family plans.
1924
1925 a. Two-Employee Family Health Coverage - For employees covered under this
1926 plan the Board shall pay the individual employee's cost for single coverage.
1927
1928 2. Life Insurance
1929
1930 The Board will provide all employees a term life insurance policy at an amount not less
1931 than \$25,000 without cost to the employee. For those employees age seventy (70) and
1932 over the policy in effect will determine the amount of life insurance coverage.
1933
1934 3. Dental Insurance
1935
1936 The Board will make available to eligible employees a dental insurance program.
1937 a. The employee individual coverage will be at no cost to the employee.
1938 b. The Board will pay the individual employee cost of the family dental
1939 insurance.
1940 c. Two-Employee Family Dental Coverage – For employees covered under this
1941 plan the Board shall pay the individual employee's cost for single coverage.
1942 Current employees may add dependents to dental coverage at any time subject to a
1943 reduced benefit package outlined in the dental plan.
1944
1945 4. Other Deductions
1946
1947 The Board may provide voluntary payroll deductions for other programs it determines
1948 as a benefit to employees. Programs may include, but not limited to, Credit Union, Tax
1949 Shelter Annuity, Flex Plan, additional insurance plans, etc.
1950
1951 5. Health Reimbursement Management
1952

1953 The Board will provide HRA single coverage, \$750.00, employee-spouse or employee-
1954 child(ren) coverage, \$1,100 and family coverage, \$1500.00 to employees enrolled in
1955 School Board approved group medical insurance which will be credited in the month of
1956 January. If an employee is enrolled in group medical insurance after January, they will
1957 receive a prorated amount.
1958

1959 6. Employees not enrolled in a School Board health insurance plan, the board shall provide a
1960 long-term disability plan.
1961

1962 7. The above provisions apply to all employees who work twenty (20) or more hours per
1963 week. The Board shall continue to pay its contribution towards premiums for any
1964 employees injured on the job while they are drawing workers' compensation until final
1965 settlement is reached.
1966

1967 New employees desiring to participate in any of the above insurance plans shall pay the
1968 premiums for the first three (3) months of eligibility. After three (3) months the Board
1969 shall pay the above insurance provisions. Failure of employees to participate during the
1970 three (3) months the Board does not contribute shall not affect in any way their ability to
1971 participate once the Board's contributions would begin.
1972

1973 8. Employees who are covered by this Agreement shall, upon retirement, have the option of
1974 continuing their participation in group health, dental, and life insurance coverage at the
1975 group rate, but at their own expense.
1976

1977 9. The Board provided health, long term disability, dental, and life insurance program will
1978 be reviewed prior to October 1st of each year by the Benefits Oversight Group. Members
1979 of this group (Chief Negotiator for the Board, District Finance Officer, Chief Negotiator
1980 for the Association, and the Association President) will review any proposed changes to
1981 the above-named insurance plans (benefits or premiums). Changes to any of the above-
1982 named plans will be negotiated at the table.
1983

1984 There will be a thirty (30) day open enrollment period after the beginning of each school
1985 year and prior to January 1 of that same calendar year for the health insurance for current
1986 employees who wish to enroll or make a change. The effective date for this open
1987 enrollment period will be January 1 of the following year.
1988

1989 D. Advanced Degree
1990

1991 1. Employees shall be paid a supplement for their advanced degrees. See Appendix.
1992

1993 Official Transcripts must be presented to the Personnel Services Department before the 1st
1994 of the month in order for supplement to begin that month.
1995

1996 2. The School District will pay the Associate Degree supplement to paraprofessionals who
1997 are paraprofessional qualified.
1998

1999 3. An employee who receives a two-year degree from a technical institute approved by and
2000 in good standing with the Florida Department of Education (or statutory state agency in a
2001 US state other than Florida in which the institute operates) as a degree-granting institution

2002 shall qualify for any additional stipend which otherwise would be granted to the holder of
2003 an Associate Degree from a community college or junior college. This provision shall
2004 apply to all current and future qualified employees but shall not result in retroactive pay
2005 adjustments.
2006

2007
2008 **ARTICLE 14 - MISCELLANEOUS**
2009

2010 A. The distribution of copies of the finalized official Agreement to the bargaining unit members
2011 will be the responsibility of the Association. Cost of the initial reproduction of this Agreement
2012 shall be shared equally by the Association and Board.
2013

2014 B. Should any provisions of this Agreement be declared illegal by a court of competent
2015 jurisdiction or as a result of state or federal legislation, the provision shall be severable and this
2016 provision or the application thereof if under any circumstance is held invalid, shall not affect
2017 any other provision of this Agreement or the application of any provision thereof. The waiver
2018 of any breach, term or condition of the Agreement by either party shall not constitute a
2019 precedent in the future enforcement of its terms and conditions.
2020

2021 C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
2022 contrary to or inconsistent with the terms of this Agreement.
2023

2024 D. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or
2025 modifying any of its proposals or counter proposals during negotiations leading to this
2026 Agreement.
2027

2028 E. Any fingerprinting and/or criminal background check of any current employee required as a
2029 result of changes in Florida or Federal Statutes shall be provided free of cost to the education
2030 staff professionals.
2031

2032 F. In addition to the deduction verification printout that is already being provided to the
2033 Association from the Payroll Department on a monthly basis, an additional copy will be
2034 provided that is sorted by site. The district will also provide to the Association, every three (3)
2035 months, a copy of the employee listing sorted by site.
2036

2037 G. As of January 2003, all current confidential secretaries shall become regular secretaries subject
2038 to the master contract for Education Staff Professionals. These confidential secretaries will be
2039 grandfathered in at \$20 per month as long as they remain in their current position. The District
2040 will no longer have new Secretary I position and those current will be grandfathered into the
2041 system.
2042

2043 H. Administrative Assistant II can only be assigned to the Assistant Superintendent level
2044 positions and higher.
2045

2046 I. Employees shall be admitted without charge to any school-sponsored athletic event. The
2047 provision shall not apply to state athletic playoff events. The employee will provide some
2048 form of identification that verifies their School Board employment to gain admission. This
2049 shall apply to employees only.
2050

2051 **ARTICLE 15 - POLITICAL FREEDOM**

2052

2053

- A. All employees shall have entire liberty of political action when not engaged actively in their employment, provided such action is within the laws of the United States of America and the State of Florida; and provided further that such action does not impair their usefulness in their respective capacities.

2054

2055

2056

2057

- B. The right of all employees to work and to vote for the party, candidates, and issue of their choice shall never be questioned, abridged, or denied.

2058

2059

2060

- C. All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, or other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

2061

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2067

2068 **ARTICLE 16 - VIDEO CAMERAS**

2069

2070

- A. The District may choose to install video cameras at various work sites. These cameras are installed for security reasons only.

2071

2072

- B. Employees shall be notified in advance when non-audio cameras/videos are installed in a workplace. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility.

2073

2074

2075

2076

- C. Tapes from video cameras will not be used to evaluate employees; however, the District will pursue any unlawful acts which are shown on tapes

2077

2078

2079

APPENDIX
SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OESP

Name: _____

Worksite: _____ Assignment: _____

Home Address: _____ Home Phone: _____

A. Date Cause of Grievance Occurred: _____

B. Relates to what section of Contract: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

Sequence

Step I Date Submitted: _____ Date of Disposition: _____

Summary of Disposition: _____

Signature

Date

Step II: Date Submitted: _____ Date of Disposition: _____

Summary of Disposition (see attached): _____

Signature

Date

CC: Copy to Immediate Supervisor
Copy to Grievant
Copy to OESP (Grievant's Responsibility)

Grievance No. _____

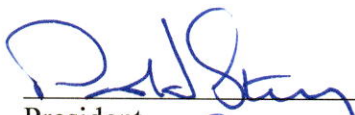
ARTICLE 17 – TERMS OF AGREEMENT

This Agreement shall be effective as of July 1, 2023, and shall continue in effect through June 30, 2026. This Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated. In the event no successor agreement has been negotiated on the expiration date the terms and conditions of employment for employees covered by this Agreement shall be continued at a level not less than those set forth herein.


This provision shall remain in force in effect until such time as a successor agreement is ratified by the parties or until such time as the School Board sitting as the impartial legislative body resolves the impasse through legislative action.

**OKALOOSA EDUCATION STAFF
PROFESSIONALS**

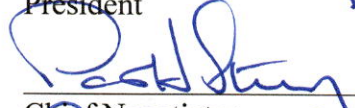
**SCHOOL BOARD OF OKALOOSA
COUNTY**



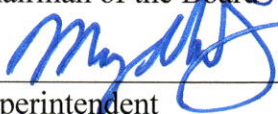
President



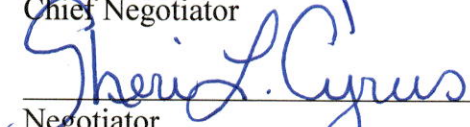
Chairman of the Board



Chief Negotiator



Superintendent



Negotiator




Chief Negotiator



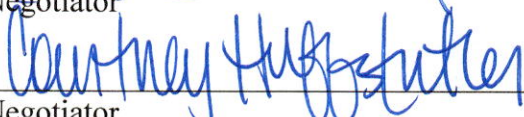
Negotiator



Negotiator



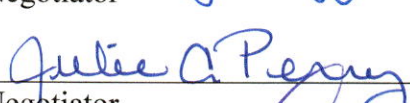
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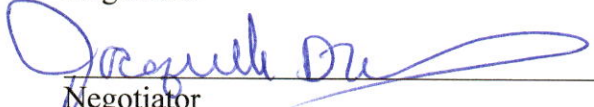
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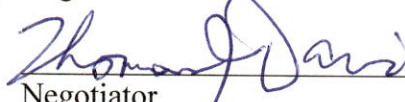
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