

# **Master Contract**

**between**

**School Board of Okaloosa County**

**and**

**Okaloosa Education Staff  
Professionals**

**July 1, 2020 through June 30, 2023**

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APPENDIXES

OFFICIAL GRIEVANCE FORM  
DUES DEDUCTION AUTHORIZATION FORM  
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:  
5

6  
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,

50           secretarial service, etc.

51

52   D.   Negotiations shall begin no later than thirty (30) calendar days prior to the expiration date of  
53   the current Agreement unless both parties agree to an alternate date.

54

55   E.   Negotiating sessions will be scheduled after employee duty hours in order not to conflict with  
56   employees' assigned duties. In extraordinary circumstances, by mutual agreement of Chief  
57   Negotiators of both parties, negotiations may be conducted during employees' duty hours.  
58   When negotiations are mutually scheduled during regular working hours, official leave with  
59   pay shall be granted for the Association bargaining team.

60

61   F.   The Board and the Association understand that any public information requested by the  
62   Association will require reimbursement. The Board will charge the Association in the same  
63   manner as other outside agencies.

64

65   G.   In the event that the Board incurs a loss of funding or receives notification that a loss of funds  
66   is going to occur in an amount greater than five percent (5%) of the operational revenue  
67   before January 1 or greater than two percent (2%) of the operational revenue after January 1,  
68   then at the option of the Board, the Board and the Association shall meet and negotiate in an  
69   attempt to resolve the problem created by the loss of such revenue.

70

71           The negotiations shall begin within three (3) days after notification of the Association by the  
72           Board that said loss of revenue has occurred, or is anticipated to occur. Should agreement not  
73           be reached within twenty (20) consecutive working days, (Monday through Friday), or both  
74           the Board and Association declare impasse, whichever first occurs, then in that event, the  
75           Board shall act unilaterally to resolve any problems created by the loss of revenue.

76

77   H.   Representatives of the Board and the Association may meet during the regular year at a time  
78   convenient to both parties for the purpose of reviewing the administration of this agreement  
79   and to resolve problems that may arise. These meetings are not intended for the purpose of  
80   negotiations or to bypass the grievance procedure.

81

82   I.   Any matter not specifically covered by this Contract but of concern to one or both of the  
83   parties may be brought up for negotiations during the Contract period if both parties agree.  
84   The Association and the Board agree to waive any and all rights to pursue through PERC, or  
85   the courts, a refusal by either party to mutually agree to open negotiations on matters not  
86   specifically covered by this Contract during the Contract period.

87

88   J.   During the term of this Agreement, each party reserves the right to reopen negotiations  
89   annually on salary, insurance, supplements and two (2) articles of each party's choosing. If  
90   either party desires to reopen negotiations under this provision, a written notice must be  
91   submitted to the other party by June 1.

92

93

94

#### **ARTICLE 4 - RIGHTS**

95

96   A.   Employee Rights

97

98           1. The parties agree all Board employees have the right to organize, join and support, or  
99           refrain from joining and supporting, the Association for the purpose of engaging in

100 negotiations and other lawful activities. The parties agree that they will not discourage,  
101 deprive or coerce any employee in the enjoyment of any rights or privileges conferred by  
102 this Agreement; that they will not discriminate against any employee with respect to  
103 wages, hours and terms and conditions of employment by reason of membership or non-  
104 membership in the Association, participation in any lawful activities of the Association,  
105 or institution of any grievance under this Agreement.

- 106
- 107 2. The parties agree all provisions of this Agreement shall be applied without regard to  
108 membership or non-membership in the Association, race, creed, color, religion, national  
109 origin, age, sex or marital status.
- 110
- 111 3. No employee shall be prevented from wearing pins or buttons which identify membership  
112 in the Association or its affiliates.
- 113
- 114 4. Discipline, to include but not limited to, termination, demotion, and suspension shall be  
115 fair and for just cause.
- 116
- 117 5. Employees shall enjoy without restriction all rights and privileges of citizenship conferred  
118 by the constitutions of the State of Florida and of the United States of America.
- 119
- 120 6. The School Board may provide legal support for employees as specified in Florida  
121 Statutes Chapter 1012.26.
- 122
- 123 7. Employees shall not be subject to discipline under the provisions of this Agreement by  
124 virtue of the employee's legal exercise of religious or political activities, or the lack  
125 thereof.
- 126
- 127 8. Administrators/Supervisors/Managers will allow an employee Association representation  
128 during any conference that may effect the status of the employee.
- 129
- 130 10. The Administration should make the employee aware of work-related complaints as soon  
131 as possible but within five (5) days of the time they know or should have known,  
132 otherwise no reference to said incident shall be made in the future. An employee shall  
133 have the right to know the name of the individual filing the complaint and respond.
- 134
- 135 11. Employees, volunteers and persons with whom the Board contracts for services shall not  
136 engage in any conduct which unreasonably interferes with the following:  
137
  - 138 a. an individual's responsibilities, performance, or orderly process of work;
  - 139
  - 140 b. an individual's freedom from intimidating, coercive, abrasive, hostile, or offensive  
141 working environment.
  - 142
- 143 Violation of this policy will not be tolerated. (Reference School Board Policy 6-28 for  
144 more information).
- 145
- 146 12. The private and personal life of any employee, including additional employment are not  
147 within the appropriate concern or attention of the Board, provided that these activities do  
148 not impair the employee's effectiveness and performance as an employee of the school  
149 district.

- 150  
151 13. The Board will repair or reimburse an employee the current value of any clothing or  
152 other personal property damaged or destroyed as a result of assault and/or battery, during  
153 the work day, or the quelling of a disturbance suffered in the course of the legal  
154 performance of the employee's assigned duties unless such loss covered by insurance or  
155 reimbursement is attained from other sources not in excess of \$250, per year per  
156 employee.  
157  
158 14. This District is required to provide each employee with Child Abuse and Neglect  
159 Training. It is the employees' responsibility to report all suspected cases of child abuse to  
160 the DCF hotline.  
161

162 B. Association Rights  
163

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

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

239 C. Board Rights

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1. The parties to this Agreement verify that it is the right of the Board to determine, unilaterally, the purpose of each of its schools and educational programs, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Board to employ and relieve its employees from duty because of the lack of work or for other legitimate reasons.
  2. The parties agree that nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including



250 the right to hire, promote, suspend, discharge, and demote employees; transfer employees,  
251 assign work, including extra duties to employees; institute new and/or improve methods  
252 or changes therein; determine the size of the work force and to lay-off employees; except  
253 rights which are clearly and expressly relinquished in this Agreement.

- 254
- 255 3. The parties recognize that it is the sole right of the Board to hire all employees and to  
256 determine their qualifications.
- 257
- 258 4. The parties to this Agreement verify that officials of the Board will retain the right, in  
259 accordance with applicable laws, regulations and policies to take whatever actions may be  
260 necessary to carry out the responsibilities of the Board in situations of emergency.
- 261
- 262 5. All work presently being performed by members of the OESP bargaining unit shall be  
263 deemed the property of the Board. The Board shall have full authority to place on  
264 contracted services any such work which they so deem to be in the best interest of the  
265 Board.
- 266
- 267 6. If an employee loses a position with the Okaloosa County School District because of  
268 privatization, the employee shall choose from the following be paid for all accrued sick  
269 leave or bank the days for future use if re-employed.
- 270
- 271 7. Prior to the Superintendent making a formal recommendation to the School Board to  
272 contract out educational support positions to private sector companies, the Superintendent  
273 shall notify the President of the Association at least 60 days before the School Board  
274 would vote on a contract with a specific company. Nothing in this section shall require the  
275 Superintendent or Board to act inconsistently with any State or Federal laws.
- 276
- 277 8. If an employee loses a position because of layoffs due to lack of funds, the employee shall  
278 be paid for all accrued sick leave or be allowed to bank the days for future use if re-  
279 employed. Payoff shall be based on the percentages found in Article 11, section 10  
280 (Terminal Pay).

281

282

283 **ARTICLE 5 - GRIEVANCE PROCEDURE**

284

- 285 A. The purpose of this procedure is to secure, at the lowest possible administrative level,  
286 equitable solutions to the problems which may from time to time arise affecting employees  
287 who are members of the Association bargaining unit. Both parties agree these proceedings  
288 shall be kept as informal and confidential as may be appropriate.
- 289
- 290 B. Definitions
- 291
- 292 1. The term “days” when used in this article shall mean normal employee workdays.
- 293
- 294 2. The term “employee” shall refer to a member of the Association bargaining unit.
- 295
- 296 3. The term “grievant” shall refer to an employee who has cause to make use of the  
297 provisions of this Article.
- 298
- 299 4. A “grievance” is an alleged violation of a specific provision of this Agreement.

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5. An “immediate supervisor” is the individual who directly supervises the employee’s duties. The term “immediate supervisor” is the first person to whom a grievance will be addressed at the informal step.
6. A “Department Head” is the individual responsible for the overall functioning of the employee’s office, station or general area of responsibility.

C. General Provisions

1. All formal grievances must bear the signature(s) of the grievant(s).
2. In the event a grievance is being filed by employees at more than one work site, the grievance must be signed by at least two (2) employees who allege that a violation has occurred. In the event a grievance alleges violation of one or more of the Association’s rights, the grievance shall bear the signature of the Association president or designee. Such grievances shall be filed initially at the Superintendent’s level (Level 2).
3. Grievances shall be specific and shall cite the sections of this Agreement which are alleged to have been violated.
4. A synopsis of the facts giving rise to the alleged violation(s) must be included on the written submission.
5. The date(s) of the alleged violation(s) must be included on the written submission.
6. The written grievance must include the specific relief being sought by the grievant.
7. When the presence of a key witness at a grievance hearing is required by either party, illness or other incapacity of such witness shall be grounds for extension of the time limits contained herein.
8. If hearings and/or conferences are scheduled by a representative of the Board during working hours, all employees whose presence is required shall be excused from duty with pay to attend.
9. Employees shall have the right to Association representation at all levels of this procedure, including informal. In the event an employee is being represented by anyone other than the Association, at any level, excluding informal, the Association shall have the right to have an Association representative present for the purpose of witnessing the procedure.
10. Any grievance which arises after the expiration date of this Agreement but prior to implementation of successor agreement shall be processed under the provisions contained herein.
11. A grievance shall be deemed to have been waived unless presented to the immediate supervisor in Step I within fifteen (15) working days after the event or events on which the grievance is based are known or should reasonably have been known by the grievant.

- 350 12. Failure by the grievant or their representatives to appeal management's disposition of the  
351 grievance at any level in a timely fashion will constitute waiver of the right to further  
352 appeal.  
353
- 354 13. The parties may upon mutual agreement waive any of the timelines contained herein.  
355
- 356 14. All employees will be entitled to fair, reasonable and equitable treatment in the processing  
357 of a grievance. An employee who participates or intends to participate in any grievance as  
358 described herein shall not be subjected to discipline, reprimand, warning, or reprisal  
359 because of such participation or intention. All documents, communications and records  
360 dealing with the processing of any employee's grievance will be filed separately from the  
361 employee's personnel file.  
362

363 D. Initiation and Procedure (Informal)

364  
365 In the event an employee believes there is a basis for a grievance, the grievant(s) shall first  
366 discuss the alleged grievance with the immediate supervisor with the objective of resolving  
367 the matter informally.  
368

369 Step I (Formal)

370  
371 If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will  
372 invoke a formal grievance by filing the prescribed form (Appendix A) with the immediate  
373 supervisor and a copy to the Association. Within five (5) workdays, the immediate  
374 supervisor shall meet with the grievant(s) and shall indicate the disposition of the grievance  
375 in writing and shall furnish a copy thereof to the grievant(s).  
376

377 The Association may decide at any level, up to and including Step II, that the grievance lacks  
378 merit. The Association will notify the grievant(s) and the principal or immediate supervisor  
379 of such a decision.  
380

381 Step II (Formal)

382  
383 If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no  
384 decision has been rendered within ten (10) workdays after presentation of the grievance, the  
385 grievant(s) may file the grievance in writing with the Superintendent of Schools or the  
386 Superintendent's designated representative and notify the Association.  
387

388 The Superintendent or the Superintendent's designee shall represent the Administration at  
389 this level of the grievance procedure. Within ten (10) workdays after receipt of the written  
390 grievance by the Superintendent, the Superintendent or the Superintendent's designee shall  
391 meet with the grievant(s) in an effort to resolve it. Within five (5) workdays from the date of  
392 the meeting as set forth above, a written decision shall be rendered.  
393

394 Step III (Arbitration)

395  
396 If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent  
397 or the Superintendent's designee, or if no disposition has been made within five (5) working  
398 days, the grievance may be submitted to impartial arbitration by the Association. The  
399 American Arbitration Association shall be notified, and an arbitrator shall be selected

400 according to its rules.

401

402 The arbitrator shall then meet with the two parties for the purpose of making a decision  
403 relative to the grievance. The arbitrator's decision shall be rendered following the final  
404 meeting and that decision shall be final and binding on the parties. The arbitrator shall not  
405 have the power to add to, subtract from, modify or alter the terms of this Agreement. The  
406 grievant, or the Association on the grievant's behalf, and the Board shall share equally all  
407 expenses of the arbitration.

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## **ARTICLE 6 - PAYROLL DEDUCTIONS**

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413 A. Any employee who is a member of the Association or who has applied for membership may  
414 execute and deliver to Human Resources a Continuing Membership Authorization (MIS  
415 4043) authorizing deductions of membership dues in Association. Such Authorization shall  
416 continue in effect as long as the Association remains the certified bargaining agent for  
417 employees in this unit unless revoked upon thirty (30) days written notice to Human  
418 Resources. Pursuant to such authorization, the Board shall deduct such sums as authorized in  
419 equal monthly payments from the employee's regular salary check beginning with the date  
420 of authorization. The deductions shall be remitted monthly to the Association. All retroactive  
421 dues will be the responsibility of the Association. The Association agrees to indemnify and  
422 hold harmless the Board for any losses or damages arising from the operation of this section.  
423 It is also agreed that neither any employee nor the Association shall have any claim against  
424 Board for any deductions made or not made, as the case may be, unless a claim of error is  
425 made in writing to the employee within thirty (30) calendar days after the date such  
426 deductions were or should have been made.

427

428 B. Upon appropriate written authorization from the employee, the Board shall deduct from the  
429 salary of any employee and make appropriate remittance for any and all programs approved  
430 by the Board.

431

432 C. OCEA and OESP will share a payroll deduction slot for the purpose of having premiums for  
433 Association sponsored programs payroll deducted. Authorized agents will be allowed to  
434 voluntarily meet with employees as long as it does not interfere with work/duties.

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## **ARTICLE 7 - WORKING CONDITIONS**

438

439 A. Employee Workday

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441 1. Any employee who is assigned twenty (20) or more work hours per week shall be defined  
442 as full-time. If, however, an employee's hours are reduced from twenty (20) or more to  
443 less than twenty (20), through the implementation of Article 8 Section C of this  
444 agreement, said employee shall have the right to maintain full-time status.

445

446 2. Any employee who is assigned less than twenty (20) work hours per week shall be  
447 defined as part-time.

448

449 3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees.

- 450 Two (2) breaks of not less than fifteen (15) minutes shall be included for employees who  
451 are regularly scheduled six (6) to seven and one-half (7 ½.) hours Employees who work  
452 four (4) but less than six (6) hours shall receive at least one (1) break of not less than  
453 fifteen (15) minutes. A duty-free lunch break is not included in the seven and one-half  
454 (7½) hour workday. A lunch break may be scheduled by the employee, with supervisor  
455 approval, either during mid-day or at the end of their paid workday and shall become the  
456 employee's regular work schedule.
- 457
- 458 a. Employees shall have a regular work schedule. This schedule may be adjusted  
459 temporarily.
- 460
- 461 b. The Okaloosa County School District shall not arbitrarily change an employee's  
462 regular work schedule.
- 463
- 464 c. If it becomes necessary to permanently change an employee's regular hours, the  
465 employee with the most seniority at the worksite will have first option of the shift  
466 change provided there are two or more of the same job title with the same shift at the  
467 site. If neither employee volunteers, language for involuntary transfer will apply. The  
468 employee will be given at least thirty (30) calendar days notice, unless circumstances  
469 such as the necessity of School Board approval versus the beginning of school makes  
470 the thirty (30) day notice impractical. However, under no circumstances shall a  
471 permanent change of shift occur without at least a twenty-one (21) calendar day  
472 notice.
- 473
- 474 d. As soon as possible, Management will meet with the employee to explain the reason  
475 for the change, discuss if some other alternative is more acceptable that accomplishes  
476 the same objective, and/or the possibility of transfer.
- 477
- 478 e. If it is not possible for both parties to agree to the shift change, Management may  
479 institute the shift change, but they must provide in writing the reasons requiring the  
480 change of hours.
- 481
- 482 4. Employees shall not have their day broken up into more than two (2) separate time  
483 periods. The only exceptions to this shall be field trips or when a bus driver or  
484 transportation assistant voluntarily takes an extra run and knows what the schedule for  
485 pay is in advance.
- 486
- 487 5. No bus driver or bus driver assistant shall be paid for less than four (4) hours per day.  
488 Any time bus drivers spend over their four (4) hour day in activities such as attending  
489 mandatory meetings, cleaning buses, being with broken down buses, gassing buses, etc.,  
490 shall be compensated at the driver's regular hourly rate. Leave time shall be earned and  
491 used based upon actual driving time at the beginning of the school year. For purposes of  
492 record keeping these times shall not be altered (as it relates to leave) unless there is a  
493 change of two (2) or more hours per day in the driver's route.
- 494
- 495 6. All employees work week shall be from Wednesday through Tuesday for wage and hour  
496 law purposes. Employees shall have a regular work schedule. Any time worked outside of  
497 that schedule shall result in additional compensation at the employee's regular hourly  
498 rate; or, at the employer's discretion, compensatory time off shall be earned for the  
499 additional hours worked.

- 500 a. Employees shall notify their supervisor in advance of their desire to take
- 501 compensatory time. Compensatory time may be denied if in the opinion of the
- 502 supervisor, such leave would create an undue hardship for the district.
- 503 b. Employees shall be paid at a rate of one and one-half times their regular hourly rate
- 504 for any work performed beyond forty hours in any given week (168-hour period) or
- 505 be given time off at the rate of one and one-half the amount of overtime worked.
- 506 c. Employees may not accrue more than 100 hours of compensatory time off during a
- 507 fiscal year.
- 508 d. Compensatory time may not be carried over to another fiscal year.
- 509 e. Employees who have not taken compensatory time earned by the end of the fiscal
- 510 year shall be compensated at their regular hourly rate.

511

512 7. In the event the School Board determines the normal five (5) day work week will be

513 compressed to a four (4) day work week, the following contractual variations shall apply:

- 514
- 515 a. The work week shall be Monday through Thursday. July 4 shall be a paid holiday for
- 516 twelve-month employees.
- 517
- 518 b. Employees shall work during the compressed four-day work week the same number
- 519 of hours that they would have worked in a non-compressed five (5) day work week.
- 520
- 521 c. Lunch and break periods shall be granted in such a fashion as to divide the workday
- 522 into as near equal parts as practicable.
- 523
- 524 d. Employees will earn and utilize sick leave and annual leave time on the basis of each
- 525 day of the four-day work week equals one and one quarter (1 1/4) days of
- 526 employment.
- 527
- 528 e. Schedules may be adjusted from standard schedules if individual departments
- 529 (employees and department heads) request it and the Superintendent and the
- 530 Association agree.

531

532 8. Employees shall not be required to attend any meetings before or after the normal

533 workday unless they are compensated with pay at their regular hourly rate or comp time.

534

535 9. Extra duties will be assigned equitably among all personnel in a specific job title.

536

537 10. Employees shall have access to computers and their district email accounts at their sites.

538

539 B. Employee Work Year

540

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

542

543	Nurses	196 days to include 6 paid holidays
544	Bus drivers	187 days to include 6 paid holidays
545	Lunchroom worker	187 days to include 6 paid holidays
546	Paraprofessionals	187 days to include 6 paid holidays
547		(Additional day to be the day before students arrive)
548	Media Assistant	187 days to include 6 paid holidays
549	Interpreters	187 days to include 6 paid holidays

550	9 months	186 days to include 6 paid holidays
551	10 months	206 days to include 6 paid holidays
552	12 months	254 days to include 12 paid holidays

553  
554

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

559

560 During a year when students are not in attendance the entire week of Thanksgiving,  
561 twelve-month support personnel shall work 252 days. However, if students are in  
562 attendance, twelve-month support personnel shall work 254 days.

563

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

569

570 C. Tools

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

573

574 D. Health and Safety

575

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

578

579 2. The Board shall reimburse employees the cost for any physical or mental examination  
580 required by the Board or State for employment or continued employment. The cost of  
581 certification or licensing as required by the Board or State for employment shall be paid  
582 by the individual. (*Reimbursement will be \$75.00 effective January 1, 2008*).

583

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

585

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

589

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

591

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

597

598 7. Education staff professionals shall not be asked to perform any medical procedure, except  
599 in case of an emergency, including dispensing medications unless they have been

600 specifically trained and signed off on by the appropriate authority as to their ability to  
601 perform that task. F.S. 1006.062 will be conformed to. If an employee must perform  
602 medical procedure(s) (for which they have been trained) which require documentation  
603 when a nurse is not present at school, the employee will be compensated an additional \$15  
604 for 3.5 hours or less or \$25 for more than 3.5 hours.

605  
606 E. General

- 607  
608 1. Employees that are required to attend in-service during their regular hourly duties will be  
609 compensated at their regular hourly pay. If the in-service is held during non-duty hours,  
610 they will be paid the currently adopted substitute hourly rate. Verification of training  
611 and/or in-service courses shall be available from Curriculum- Professional Development  
612 where in-service records are maintained.
- 613  
614 2. Present facilities (i.e., restrooms, lounges) shall be made available to all employees during  
615 lunch and all breaks.
- 616  
617 3. Telephones shall be made available for use by all employees.
- 618  
619 4. In the event an employee is given an assignment outside the employee's job classification,  
620 the Board will provide whatever training is required to provide the employee with the  
621 skills which the assignment requires.
- 622  
623 5. All employees will be expected to perform their fair share of all work assigned.
- 624  
625 6. No employee shall be permitted to work in the same area wherein the employee is under  
626 the supervision of an immediate family member. Members of immediate family shall be  
627 defined as spouse, father, mother, brother, sister or child.
- 628  
629 7. Any employee who is required to drive their own vehicle to perform an assigned task  
630 shall  
631 be reimbursed the appropriate mileage. Rate of mileage reimbursement shall be  
632 determined by Florida Statutes 112.061.  
633  
634 An employee who leaves their home and drives their own vehicle to an alternate work site  
635 to perform an assigned task shall be paid for mileage in excess of the mileage from home  
636 to regular work site.  
637  
638 An employee who drives their own vehicle from one work site to another work site to  
639 perform an assigned task shall be paid for all of that mileage.
- 640  
641 8. Employees required to work for non-school related functions, shall receive their  
642 appropriate hourly pay from the Okaloosa County School District.
- 643  
644 9. When in the case of an emergency an employee is required to return to work other than  
645 their regularly assigned shift, the employee shall receive appropriate pay/comp time for  
646 time worked or 2 hours of pay/comp time whichever is more.
- 647  
648 10. Employees that assume the responsibilities of a supervisor, while that supervisor is on  
649 leave for more than five (5) consecutive days shall be paid an additional \$2.00 per hour



650 stipend. These duties will be arranged in advance of the supervisor's leave. A form must  
651 be signed by the Department Head/Principal in advance, unless not possible, due to an  
652 emergency. Only one employee will be assigned the added duties by the Department  
653 Head/Principal. If an employee thinks they are eligible and does not receive the stipend,  
654 they may appeal to the Chief Negotiators from both sides. If the negotiators can not come  
655 to an agreement, the stipend will not be paid to the employee. This provision of the  
656 contract shall not be subject to the grievance procedure.  
657

- 658 11. Professional Development programs that are developed by the Association and its  
659 affiliates, may be offered to employees. All personnel will be eligible to apply.  
660
- 661 12. Notations of verbal, reprimands at the school/work site level shall be removed and/or  
662 destroyed after a period of 3 years if no similar incidents occur within that period.  
663
- 664 13. The District will provide a substitute absence management system that will be made  
665 available to school-based employees who require a substitute. If an employee that  
666 normally does not require a substitute finds that they will need one for a long-term  
667 absence they will be added to the system. Employees will not be required to make  
668 arrangements for a substitute for themselves in the case of an emergency.  
669
- 670 14. When notified of the completion of an investigation conducted by the Human Resources  
671 or Equity offices, an employee who is named as a claimant or respondent must sign for  
672 investigative documents or contact Human Resources for alternate delivery arrangements  
673 within 5 business days.  
674

675 F. Additional Working Conditions for Bus Drivers  
676

- 677 1. The Board through their designated representatives may assign a driver other than regular  
678 employed bus drivers to drive a bus on field trips provided the driver does not receive  
679 compensation from school or School Board funds for the field trips, are employed by the  
680 school requesting the trip and are affiliated with that sport of class.  
681

682 Field trips will be assigned on a continually rotating basis among employees who are  
683 employed as regular bus drivers, and the driver receives compensation from the school or  
684 School Board funds for the field trip.  
685

- 686 a. Baker field trips will be assigned by rotation of Baker drivers who wish to be placed  
687 on the field trip list. Field trips shall be requested through Crestview bus shop.  
688
- 689 b. Laurel Hill field trips will be assigned by rotation of Laurel Hill drivers who wish to  
690 be placed on the field trip list. If there are not enough Laurel Hill drivers to fulfill  
691 requests, drivers will be chosen from the Crestview bus shop.  
692
- 693 c. Crestview field trips will be assigned by rotation of Crestview drivers who wish to be  
694 placed on the field trip list. Field trips shall be requested through the Crestview bus  
695 shop.  
696
- 697 d. Niceville field trips will be assigned by rotation of Niceville drivers who wish to be  
698 placed on the field trip list. Field trips shall be requested through the Niceville bus  
699 shop.

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- 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)
  - l. In order to receive credit for alike experience as a bus driver you must be able to verify the job required a CDL or Chauffeur's license; it must have been a full-time job (20+ hours per week or fringe benefits given); and you must have worked in the position one day over half a year to receive a year's credit.
2. Bus drivers, hired after August 1, 2014, will not be assigned field trips for the first thirty (30) days of their probationary period. If they come up for a field trip it will automatically be treated as if it has been turned down with appropriate notations. The driver will be moved on the rotation list as any other driver who turns down a trip. All new CDL holding employees in Okaloosa County will be held under the new thirty (30) day probationary status for driving on trips. Newly hired Florida school bus drivers with existing Florida CDL license, with "P" and "S" endorsements are exempt from probationary status for field trips.
  3. Regular bus drivers who live in Destin and have routes that begin or end in Destin will be allowed to take their buses home at night. Regular drivers who live west of the Hurlburt Field gate and have routes that begin or end west of the gate will be allowed to take their buses home at night. All other drivers who operate from the Ft. Walton Beach bus shop will park their buses at the shop at night. Niceville drivers will park their buses at the shop at night. Regular bus drivers who live more than five (5) miles from the Crestview bus shop and have routes that begin or end five (5) or more miles from the Crestview bus shop will be allowed to take their buses home at night. All other drivers who operate from the Crestview bus shop will park their buses at the shop at night.
  4. Any route (for drivers, transportation assistants, and monitors) that becomes vacant will

750 be posted on a designated bulletin board at the transportation offices within five (5)  
751 working days. The transportation department will send a copy of the route to the  
752 Association at least three (3) working days prior to the route being permanently filled.  
753 Bus routes (for drivers) for the new school year will be posted six (6) working days, not to  
754 include weekends or holidays, prior to the students' first day of school at all three bus  
755 barns. All postings shall include a route description, date of posting, and other appropriate  
756 information and shall be posted for six (6) working days. Transportation assistant and  
757 monitor positions that become available will be posted on-line using OASIS and will be  
758 posted any time they become available. In filling the route vacancy  
759 (for drivers, transportation assistants, and monitors) the Board shall in no particular order  
760 use length of continuous uninterrupted service with the Okaloosa School District,  
761 evaluations (when finalized), and qualifications for the position. In the event that two (2)  
762 or more employees are equal in the above criteria, then geographic location of  
763 the employee's residence to the bus shop shall break the tie. Any route which begins or  
764 ends in Destin, west of Hurlburt Field gate, five (5) or more miles from the Niceville bus  
765 shop and five (5) or more miles from the Crestview bus shop will be assigned by the  
766 transportation department to a driver if they live within the same area. If a driver does not  
767 live in the same area the route will be posted the same as any other route and the bus will  
768 be parked at the bus barn. All routes shall be filled by receiving driver/assistant within  
769 seven (7) working days.

770  
771 a. All spur runs, school to school, mid-day or tutoring runs shall be posted.  
772 Consideration for filling these positions will be feasibility of accommodating the  
773 route, seniority, and least amount of hours worked in a work week. All routes  
774 shall be filled by receiving driver/assistant within seven (7) working days.  
775

776 5. Principals shall notify bus drivers in writing of students assigned to their bus who have  
777 been expelled, suspended, or transferred. When it is necessary for a student to ride a bus  
778 other than the students regularly assigned bus, or to be allowed to depart the bus at a stop  
779 other than the students regularly assigned stop, a form from the Principal's office  
780 authorizing the change shall be given to the driver.  
781

782 6. Discipline forms shall be furnished to the bus driver and shall be used to report unruly  
783 students. A copy of this form will be given to the Director of Transportation, two (2)  
784 copies to the Principal and a copy shall be retained by the driver.  
785

786 7. Bus drivers shall report on a furnished form the first time that passengers exceed the  
787 maximum seating capacity specified by the bus manufacturer. A copy of this form will be  
788 given to the Director of Transportation, one copy to the route supervisor, and a copy shall  
789 be retained by the driver.  
790

791 8. Routes and stops will be established in a safe manner as determined by the Board.  
792

793 9. Any driver who will be absent from work shall notify the appropriate transportation office  
794 as far in advance as possible. The department shall arrange for a substitute driver.  
795

796 Drivers will make every effort to give one (1) week notice if leave time is for one (1)  
797 week or longer. Drivers will call in before 11:30 a.m. when requesting a substitute driver  
798 for that afternoon unless it is an emergency.  
799

- 800 10. Bus drivers are responsible for keeping the interiors of their bus clean with supplies  
801 furnished by the Board.  
802
- 803 11. Bus drivers will at all times operate buses in a safe, prudent, lawful and courteous manner,  
804 and will observe the principles of defensive driving.  
805
- 806 12. Bus drivers shall not deviate from their assigned bus routes and stops without the  
807 permission of the Director for Transportation or designee except in the case of emergency.  
808
- 809 13. Bus drivers are to promptly notify the Transportation Department of any work-related  
810 accident they may be involved and report such on the proper form.  
811
- 812 14. Bus drivers will pre-trip inspect any bus they are driving before any field trip or extra-  
813 curricular trip.  
814
- 815 15. Any driver, while performing extra-curricular driving, will be compensated at the  
816 designated rate of pay. Compensation will be paid in the following manner:  
817
- 818 a. In town or in-zone trips - paid for on duty time unless released by person in charge of  
819 the trip.  
820
  - 821 b. Out-of-zone trips on all out-of-zone (not to include overnight) - the driver will be paid  
822 from the time of departure from the pick-up site until the time of return to the  
823 designed site.  
824
  - 825 c. Drivers will be paid for an additional thirty (30) minutes before the trip and an  
826 additional thirty (30) minutes after the trip ends  
827
  - 828 d. Overnight field trip drivers will be paid the Federal or state minimum wage,  
829 whichever is greater, from the time they leave the bus barn until the time they return  
830 to the bus barn.  
831
  - 832 e. On out-of-town overnight trips, the driver will be paid either per diem or for room and  
833 meals.  
834
- 835 16. Principals shall notify bus drivers in writing of any known serious health problems,  
836 certain felonies or delinquent acts of students who ride their particular bus. Notification is  
837 to be given as soon as possible but no longer than three (3) working days of such known  
838 information.(Florida S.S. 985.04(4)(a)(b)(c))  
839
- 840 17. Bus barns will be staffed in the morning when drivers arrive for duty.  
841
- 842 18. Bus drivers shall receive pay for an additional thirty (30) minutes daily if they are  
843 currently driving the entire amount of time for which they are being paid. If they are not  
844 currently driving the four (4) hours, they shall be paid for the part of thirty (30) minutes  
845 that exceeds four (4) hours. If drivers do not keep their bus clean, on a consistent basis,  
846 they may be subject to having their cleaning pay docked.  
847
- 848 19. Physical dexterity testing will be administered by the director or designee. Transportation  
849 assistants and monitors are also required to pass the physical dexterity test. Dexterity test

- 850 will be given on an annual schedule.  
851
- 852 20. A bus driver with a health problem who is prohibited from driving temporarily due to  
853 safety regulations (for example, being in a cast) shall be given at least one week of  
854 employment as a bus assistant at the driver's regular rate of pay, as long as the bus driver  
855 can perform the responsibilities of the temporary position.  
856
- 857 21. Employees assigned to drive minibuses will be provided training on the securing of  
858 wheelchairs, harnesses, baby carriers/seats, and the electric and manual controls of the lift.  
859
- 860 22. Prior to transporting students on a school bus, each driver shall meet the following  
861 requirement(s):  
862
- 863 a. Has filed a set of fingerprints for the purpose of the required background check for  
864 determining criminal record;  
865
  - 866 b. Hold a valid commercial driver license with "P" and "S" endorsement;  
867
  - 868 c. Successfully complete forty-four (44) hours of pre-service training consisting of at  
869 least twenty (20) hours of classroom instruction and twelve (12) hours of behind-the-  
870 wheel training. Shall observe eight (8) hours (four (4) minibus and four (4) sixty-five  
871 capacity bus) of the operation of a bus. After passing of the commercial driver's  
872 license test, shall drive with a trainer with students on boards for four (4) hours;  
873
  - 874 d. Attend the eight (8) hours of in-service required each year;  
875
  - 876 e. Demonstrate the ability to prepare required written reports;  
877
  - 878 f. Be physically capable of operating the vehicle as determined by physical examination,  
879 Form ESE 479, prescribed by the Commissioner and given by a physical designated  
880 by the School Board and as determined by a dexterity test administered by the school  
881 district.  
882
  - 883 g. Demonstrate physical and mental capabilities required to carry out all assigned  
884 responsibilities as a school bus driver and transportation assistant.  
885
- 886 23. The District shall obtain a driver's history record from the Department of Highway Safety  
887 and Motor Vehicles for each regular school bus driver, substitute driver, or any other  
888 individual certified to drive a school bus by the district. The schedule for reviewing these  
889 records shall be:  
890
- 891 a. Prior to initial employment;  
892
  - 893 b. Prior to the first day of the fall semester;  
894
  - 895 c. Thereafter, the district shall consistently screen driver records using the automated  
896 weekly updates, ensuring proper retrieval documentation for every week, or  
897
  - 898 d. In the event a continuous weekly update is not performed as described in paragraph  
899 23(c) of this rule, school districts will perform required driving record checks prior to

900 the first day of each semester of the regular school year, and prior to the first day of  
901 summer school for any driver who will be transporting students during summer  
902 school.  
903

904 24. In-services dates will be made available to transportation employees at the back to school  
905 meeting. Reasonable notice will be given if a date or time needs to be changed.  
906

907 G. Additional Working Conditions for Skilled Trades Employees  
908

909 1. The employees workday begins upon arrival at a designated time and place as determined  
910 by the Board. Transportation furnished by Board vehicles will be at the discretion of the  
911 Board.  
912

913 2. Training will be provided to all maintenance personnel for the purpose of performing their  
914 job duties. Employees who are being moved into the new job description of Site Based  
915 Technician are to be the first employees trained. Safety training will be given to all  
916 maintenance personnel. The parties agree to try and utilize, at a minimum, the ten (10)  
917 hour training offered through OSHA. When training becomes available for the different  
918 job titles, persons will be notified as to when and where the training will take place. The  
919 training will be at no cost to the employee and time off from their regular duties will be  
920 allowed. If there is a new hire within the Maintenance Department, every effort will be  
921 made for that person to receive the safety training as soon as possible.  
922

923 H. Additional Working Conditions for Custodial Employees  
924

925 1. Training for custodial employees will be conducted when deemed appropriate by the  
926 Board.  
927

928 2. The Board is responsible for maintaining all equipment needed in the performance of  
929 custodial duties.  
930

931 I. Additional Working Conditions for Assistants, Clerks and Secretaries  
932  
933

934 1. Training for teacher/library assistants will be conducted when deemed appropriate by the  
935 Board.  
936

937 2. All workshops will be advertised in a prominent location at the appropriate worksites.  
938

939 3. In the event a substitute teacher cannot be found for a teacher the District may then ask *a*  
940 paraprofessional, if they wish to be considered as a substitute teacher. The  
941 paraprofessional who volunteers or is used during an emergency or after all other viable  
942 options have been exhausted will be paid \$7.00 per hour in addition to their regular salary.  
943

944 The above provisions shall also apply to Media Assistants if they serve as the classroom  
945 substitute.  
946

947 Paraprofessionals that are assigned full-time to a classroom may be considered to  
948 substitute should the teacher be out. In that event, the District will make every effort to  
949 find a substitute for the paraprofessional position.

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4. Employees who are directed to work or volunteer in their job capacity for school-related activities outside their normal work hours will complete the Overtime/Compensatory Time Form (MIS5214). However, time spent voluntarily in such activities at the employee's discretion and not in the employee's job capacity is not compensable.

J Additional Working Conditions for Food Service Workers

1. Training for food service workers will be conducted when deemed appropriate by the Board.
2. The Board shall provide a uniform allowance of \$7.00 per month as long as the food service vendor furnishes shirts and shoes. If they stop furnishing it or if the district takes over again the student lunch program, the uniform allowance will return to \$15.00 per month for all food service workers required to wear uniforms. Such money shall be paid in a separate check disbursed one time at the end of the school year.
3. Each cafeteria shall maintain a list of substitutes. Every effort will be made to provide substitutes when workers are absent.
4. Suitable means for cleaning shall be determined by the Board. No employees shall be required to take materials home to clean with their own equipment.

K. Probation and Termination

1. New employees are classified as any person entering the School District for the first time or who have resigned and returned. New employees shall be considered probationary for the first six (6) months during which time employees may be terminated without cause. Summer weeks not worked by nine- or ten-month employees will be excluded from the six (6) months. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause.
  - a. If someone is hired in a position not in the approved staffing pattern and that position is less than six (6) months, they should be given that information at the time the job is offered and will not be renewed for the following school year. However, if the employee is rehired into a position at the same worksite in the approved staffing pattern the following year with no break in service, the probationary period will follow the language in the above paragraph.
3. Positions for which the job duties are project oriented and which are funded from contracts, grants, or other sources of funds that are expected to be available only for a specified period may be designated as time limited. Employees hired in these positions should be given that information at the time the job is offered. Should the employee be hired by the district in a staffing pattern position they will keep their original hire date.
4. Before termination by the School Board, the following procedure shall occur:
  - a. The immediate supervisor or Superintendent shall notify the employee of the intent to recommend that the employee be terminated. The employee may then make a written

1000 request to the Superintendent for an informal hearing with the Superintendent or the  
1001 Superintendent's designee regarding the recommendation. The employee shall make  
1002 said request within ten (10) days from the time of receipt of the notification. Failure to  
1003 make the request on a timely basis constitutes a waiver of the employee's right to  
1004 further appeal under this procedure, therefore the Superintendent will make the  
1005 recommendation for termination at the School Board's next regular scheduled  
1006 meeting.

1007  
1008 b. After the informal hearing before the Superintendent, the Superintendent shall then  
1009 notify the employee of intention regarding the recommendations of the supervisor. If  
1010 the Superintendent is going to recommend termination to the School Board, then the  
1011 Superintendent shall, within ten (10) days of the informal hearing with the employee,  
1012 notify the employee in writing of the decision. The Superintendent with said  
1013 notification shall have the authority to suspend the employee with or without pay until  
1014 the next regularly scheduled Board meeting at which time the Superintendent will  
1015 make the recommendations to the Board.

1016  
1017 c. If the employee wishes to appeal the termination or intent to terminate which the  
1018 employee has received from the Superintendent, the employee shall request to have a  
1019 formal hearing before the Board, the employee shall notify the Board in writing within  
1020 ten (10) days of the notification from the Superintendent to the employee. This  
1021 notification must be in writing and addressed to the Superintendent of Schools as  
1022 Secretary of the School Board. The Board shall have the right to suspend the  
1023 employee with or without pay pending the formal hearing if one is so requested by the  
1024 employee. Failure to so notify the Board shall constitute a waiver of the employee's  
1025 right to further appeal under this procedure.

1026  
1027 d. The employee or employee's designee and the Board and its designee shall schedule a  
1028 formal hearing before the Board as soon as it can be heard by all parties.

1029  
1030 e. An employee opting to exercise the right to appeal to the Board under this procedure  
1031 will not have recourse to the provision of Article 5, Grievance Procedure, of this  
1032 Agreement.

1033  
1034 f. In the event an employee opts to have the termination case heard by the Board, the  
1035 decision of the Board shall be final and binding.

1036  
1037 5. An employee who is absent from the workplace for three (3) or more consecutive  
1038 workdays without authorized leave shall be considered to have abandoned the position  
1039 and resigned from the District.

1040  
1041 L. Process for Submitting Job Description Changes/Upgrades

- 1042  
1043 1. As job descriptions are updated, copies will be provided to the employee.  
1044  
1045 2. Job descriptions shall be written by job classification. Any new employee will receive the  
1046 job description within two (2) weeks of hire. (Employee evaluation form is found in  
1047 Appendix H).  
1048  
1049 3. If employees are required to execute performance responsibilities not specifically



- 1050 mentioned in the job description for a period of six (6) months, the performance  
1051 responsibilities will be added to the job description.  
1052
- 1053 4. Employees who wish to have a job description changed or reevaluated should follow the  
1054 procedure below:  
1055
- 1056 a. The employee should have an informal meeting to notify the supervisor of the  
1057 decision.  
1058
- 1059 b. During the month of February, the employee should submit to the president of the  
1060 Association, the Superintendent, or their designees in writing their desire to have their  
1061 job description changed or upgraded. Any supporting material should be submitted at  
1062 that time.  
1063
- 1064 c. Upon receipt the Association and the administration shall each appoint three members  
1065 to a committee to consider the changes. The Association shall not choose a member  
1066 who is in the job description to be considered. The administration shall not choose a  
1067 supervisor of a department who is directly involved with that job. This shall not  
1068 prevent employees or supervisors from giving input to the committee.  
1069
- 1070 d. The committee shall consider the concerns of the individuals and shall communicate  
1071 in writing their decision.  
1072
- 1073 e. If the decision involves a change in job description or status, the committee shall  
1074 communicate their findings to the chief negotiators for the Association and the  
1075 administration for consideration in the next round of negotiations.  
1076  
1077

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

- 1078  
1079
- 1080 A. The Board shall have full authority to exercise a lay-off when deemed to be in the best interest  
1081 of the Board.  
1082
- 1083 B. Lay-off and Recall  
1084
- 1085 1. A decision will be made as to the number of employees to be placed in lay-off by job title.  
1086
- 1087 2. Prior to implementation of any reduction of jobs, the Department Head or Principal shall  
1088 discuss the lay-off with the Association President or designee.  
1089
- 1090 3. No new employee will be employed in a job title where an employee is still in lay-off if  
1091 the employee in lay-off can do the work as determined by the Board.  
1092
- 1093 4. The most senior laid-off employee will be recalled first within each job title.  
1094
- 1095 C. Reduction in Hours  
1096
- 1097 1. In the event of reduction of hours and the Board determines that the same number of  
1098 hands are needed for a given period of time, at a given job site, other employees' work  
1099 hours will be reduced based on continuous service within job title at South, Central and

1100 North sites. Prior to submitting a recommendation to the School Board regarding  
1101 reduction in hours, the Department Head or Principal shall discuss the recommendation  
1102 with the Association President or designee.  
1103

1104  
1105 **ARTICLE 9 - EMPLOYEE EVALUATION**  
1106

- 1107 A. The purpose of employee evaluation is to support decisions concerning employee discipline,  
1108 promotion and improvement. Evaluation shall be the responsibility of the Principal,  
1109 Department Head or designee who shall not be a member of the bargaining unit. Employee  
1110 evaluation can be found online and the appendix.  
1111

1112 Previous charges or actions that have been brought forth by the administration may be cited  
1113 against the employee if these previous acts are related to the existing charge. All previous  
1114 charges or actions must have been shared with the employee prior to this current action.  
1115

- 1116 1. Each employee shall receive a written evaluation- between April 15<sup>th</sup> and May 15, unless  
1117 they are still in their probationary period. Each employee who is in their probationary  
1118 period will be evaluated at the end of their probationary period unless they are released.  
1119
- 1120 2. Such written evaluation shall note the employee’s strengths, weaknesses (if any) and  
1121 specific areas needing improvement (if any).  
1122
- 1123 3. No employee shall receive “*Does not meet expectations*” on an evaluation unless a  
1124 success plan has been given to the employee and implemented by March 15<sup>th</sup>. If an  
1125 evaluator notes a weakness, they will fill out a success plan. If the success plan is  
1126 completed satisfactorily, an evaluator may give the evaluatee a “*Meets Expectation*” on  
1127 the evaluation and destroy the success plan.  
1128
- 1129 4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom.  
1130 Such signature does not necessarily indicate agreement with the content of the evaluation,  
1131 but merely indicates receipt. No employee shall be required to sign an incomplete or  
1132 blank evaluation.  
1133
- 1134 5. If the employee does not agree with any portion of the evaluation report given to him, he  
1135 shall have the right to a conference with the evaluator and to attach a written response to  
1136 the evaluation report within ten workdays of receipt.  
1137

1138 B. Personnel Records  
1139

- 1140 1. Personnel records are property of the Board. An employee shall have the right to review  
1141 the personnel file and have copies made of any documents contained in the file. The  
1142 employee will reimburse the Board for such cost.  
1143
- 1144 2. Each personnel file shall be available for the employee’s inspection. The official file will  
1145 be maintained at the District Personnel Office. No item from an anonymous source may  
1146 be placed in the personnel files.  
1147
- 1148 3. The Board and the Association shall abide by Florida Statutes 1012.31 relative to  
1149 Personnel Files.

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

**ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES**

- A. Vacancies defined - Vacancies shall be defined as any full-time (four hours or more) bargaining unit position to be filled.
  1. All known vacancies shall be posted by the District on the OASIS Applicant tracking system on [www.okaloosaschools.com](http://www.okaloosaschools.com). The notices shall include the job title, work site, department and contact person.
  2. Employees will have three (3) working days in which to apply prior to filling of any vacancies.
  3. Summer positions shall be filled with preference to employees already in that specific job title. If no one from that job title wishes to be considered, then other employees shall be considered.
- B. Definitions: A transfer is movement of an employee from one work site to another. Reassignment is the change of an employee’s regular assigned duties or a major change in responsibility. This may or may not entail a transfer between work sites.
  1. Voluntary transfers and reassignments shall be accomplished in the following manner:
    - a. Employees desiring a transfer or reassignment to any of the posted positions shall send a completed transfer/reassignment request to the contact person listed on the posting.
    - b. The department head or principal will review all applicants’ transfer/reassignment request and contact those he wishes to interview. The department head or principal will mark a selection for all transfers in OASIS.
    - c. If the department head or principal makes the selection from current employees, the following criteria will apply:
      - 1) length of continuous, uninterrupted service within the district,
      - 2) evaluations,
      - 3) specialty experience,

- 1200 4) job requirements
- 1201
- 1202 5) department head or principal's acceptance of the applicant.
- 1203
- 1204 a. Employees who are voluntarily transferred/reassigned shall retain all experience credit
- 1205 for salary purposes, and all seniority rights.
- 1206
- 1207 b. If the department head or principal does not choose from among current employees,
- 1208 the department head or principal may then consider and select a new applicant.
- 1209
- 1210 2. Involuntary transfers/reassignments shall be accomplished in the following manner:
- 1211
- 1212 a. No employee shall be involuntarily transferred until management has first given all
- 1213 qualified employees the opportunity to transfer voluntarily except in cases where
- 1214 Management determines that it is in the best interest of all parties concerned that a
- 1215 unilateral transfer be made. In those cases, the Assistant Superintendent of Human
- 1216 Resources shall review the circumstances which require an involuntary transfer. If the
- 1217 transfer becomes necessary, a meeting will be held with the employee. The employee
- 1218 will be entitled to Association representation and may request, in writing, the reason
- 1219 for the transfer.
- 1220
- 1221 b. When the Board determines that an involuntary transfer is necessary, an employee's
- 1222 (1) job title (2) length of continuous service with the system and (3) evaluation reports
- 1223 of service in the Okaloosa County School System will be considered in determining
- 1224 which employees are to be transferred. In cases where the problem calling for the
- 1225 transfer cannot be resolved because of the limits of the above criteria, a unilateral
- 1226 transfer may be made by the Board. Full justification will be furnished the employee
- 1227 involved and become a matter of record.
- 1228
- 1229 c. Before an involuntary transfer is made, a meeting shall be held between
- 1230 the Administrator/Principal and the employee to discuss the need for the transfer.
- 1231
- 1232 d. The Step 1 grievance timelines shall be waived regarding alleged violations of this
- 1233 Article.
- 1234
- 1235

1236 **ARTICLE 11 - LEAVES**

1237

1238 Leave is permission granted in advance by the Board, for an employee to be absent from work for a

1239 specific period of time with the right of returning to employment upon expiration of the leave as

1240 outlined under this Agreement. An application must make clear an acceptable purpose (except

1241 personal leave with pay) for which the leave will be used before approval will be granted. Leave

1242 must be officially granted in advance and may not be granted retroactively.

1243

1244 Sick leave and personal leave for verified emergency purposes as defined in this Agreement are

1245 considered to be granted in advance if the employee properly notifies the supervisor and submits a

1246 completed request form to the proper authority promptly on the day of return to work.

1247

1248 All requests for leave must be signed by the employee, recommended by appropriate supervisor(s)

1249 and approved by the Superintendent under the authority granted by the School Board.

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A. Leave With Pay

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

1. Sick Leave

- a. Full-time employees and regular part-time employees shall earn sick leave at the rate of one (1) day per month for each month of employment, accrued at the rate of one (1) day per monthly pay period. There is no limit to the number of days of sick leave that can be accumulated. Sick leave shall be taken in hourly increments.
- b. Sick leave may be used only when necessary, and the employee is unable to perform duties because of personal medical reason, of a close relative, or member of the employee's own household (any individual whose legal residence is the same as the person requesting leave). The employee shall notify the supervisor as much before the beginning of the regular workday as possible. Sick leave may be taken by the hour in cases of emergency or in situations where substitutes are not required.
- 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.

- 1300 2. Military Leave  
1301  
1302 a. An employee in the National Guard or active reserve who participates in required  
1303 military training shall be entitled up to seventeen (17) days paid leave annually. Such  
1304 leave may be used only for the purpose of participating in required annual military  
1305 training.  
1306  
1307 b. An employee granted military leave for extended active duty shall, upon completion of  
1308 the tour of duty, be returned to employment without prejudice provided an application  
1309 for re-employment is filed within six (6) months following the date of discharge.  
1310  
1311 a. Following the receipt of the application for re-employment, the School Board shall  
1312 reassign the employee to duty in the school system as soon as possible. Under no  
1313 circumstances shall the reassignment occur more than six (6) months after the  
1314 application for re-employment.  
1315
- 1316 3. Jury Duty/Witness Leave  
1317  
1318 a. An employee who is required to serve as a juror or subpoenaed to appear as a witness  
1319 during regular working hours shall be granted paid leave upon proper documentation  
1320 and application. Parties to a civil act or charged with a criminal violation will not be  
1321 covered under this provision.  
1322
- 1323 4. Personal Leave  
1324  
1325 a. An employee shall be entitled to six (6) days of personal leave with pay each year.  
1326 Such leave shall be for personal reasons and shall be used entirely at the employee's  
1327 discretion. Such leave will be deducted from the employee's accrued sick leave and is  
1328 not cumulative from year to year.  
1329
- 1330 5. Professional Leave  
1331  
1332 a. The Association shall have the right to send delegates to the Florida Education  
1333 Association Delegate Assembly. In addition, the Association may authorize member  
1334 participants to attend Association conferences, trainings and/or meetings. The total  
1335 number of delegates authorized to attend will not exceed five percent (5%) of the  
1336 Association membership. The delegates or member participants shall use the OCSD  
1337 substitute system to register the days and arrange for a substitute for said position, if  
1338 applicable. The OCSD TDE form shall be completed and forwarded to the Assistant  
1339 Superintendent of Human Resources. OESP shall reimburse the School District at  
1340 actual cost for all leave.  
1341
- 1342 6. Annual Leave  
1343  
1344 a. Annual leave earned each month shall accrue at the close of that month. Annual leave  
1345 shall accrue up to a maximum of 500 hours if earned.  
1346  
1347 a. Full-time employees who are employed on a twelve (12) month basis shall accrue  
1348 annual leave as follows:  
1349

- 1350 1) An employee with less than five (5) years continuous service in the district at the  
1351 rate of one (1) day per month for each month of full-time employment.  
1352  
1353 2) An employee with five (5) years or more of continuous service in the district at  
1354 the rate of one and one-quarter (1 ¼ ) days per month for each month of full-time  
1355 employment.  
1356  
1357 3) An employee with ten (10) years or more of continuous service in the district at  
1358 the rate of one and one-half (1 ½) days per month of full-time employment.  
1359  
1360 4) An employee with fifteen (15) years or more continuous service in the district at  
1361 the rate of one and three-quarters (1 ¾ ) days per month of full-time employment.  
1362  
1363 c. Annual leave may be approved by the hour in cases of emergency or where no  
1364 substitute is required.  
1365  
1366 a. In the event that the employee’s request for annual leave is denied and such denial  
1367 would cause the employee to lose accumulated leave then the Board shall allow the  
1368 employee to exceed the maximum allowable accrual or the Board shall reimburse the  
1369 employee the number of days accrual to be lost times the employee’s salary.  
1370  
1371 e. Upon retirement or termination for any reason an employee is entitled to full payment  
1372 at their current daily rate for any unused accumulated leave.  
1373  
1374 7. Temporary Duty Elsewhere (TDE)  
1375  
1376 a. When employees are assigned to be temporarily absent from their regular duties and  
1377 place of employment, such employee shall be compensated at the regular and/or  
1378 overtime rates of pay set forth in this agreement. The Board will determine when the  
1379 employee is on duty. The Fair Labor Standards Act provisions will be followed in  
1380 making such determination.  
1381  
1382 b. Employees assigned to school activities during the regular working hours shall be  
1383 assigned TDE.  
1384  
1385 1) Members of the Association who attend activities in direct representation of  
1386 employees such as board workshops, grievances, and collective bargaining shall  
1387 be considered to be on TDE, provided they are on Official Association business.  
1388 Such Association TDE shall not be considered in calculation of overtime pay.  
1389  
1390 c. Bus drivers who are being paid for making field trips during their regular working  
1391 hours shall be placed on TDE without pay.  
1392  
1393 d. Employees who are parents or guardians of children attending a public school may  
1394 have up to one-half (1/2) day TDE per year to attend their children’s school events or  
1395 parent conferences. Absences must be coordinated with the employee’s principal or  
1396 supervisor to ensure that work duties can be covered. The employee will submit proof  
1397 of attendance at the activity or conference just as for any other TDE. Such leave shall  
1398 not be for taking field trips with their child or attending field days.  
1399

- 1400 8. Temporary Absences  
1401  
1402 a. An employee may be released up to 1.5 hours on an occasional/emergency basis for  
1403 medical appointments or other emergencies. Employees may include lunch or break  
1404 time to extend the 1.5 hours only if the time gone encompasses regular lunch time or  
1405 break time.  
1406  
1407 b. Employees must sign out to fulfill this requirement and records of these temporary  
1408 absences must be maintained, showing the number of absences involved.  
1409
- 1410 9. Illness-In-Line-of-Duty  
1411  
1412 a. Any member of the education staff professionals shall be entitled to illness-in-line-of-  
1413 duty leave when the employee has to be absent from work because of personal injury  
1414 received in the discharge of duty or because of illness from any contagious or  
1415 infectious disease contracted in the execution of employee's work at the worksite.  
1416  
1417 b. Illness-In-Line-of-Duty (Certification)  
1418  
1419 Requests for illness-in-line-of-duty resulting from contraction of contagious disease in  
1420 school shall require a physician's statement, attached to the leave request from the  
1421 principal, certifying that the employee making the request was in contact with the  
1422 disease within the incubation period.  
1423  
1424 c. Illness-In-Line-of-Duty (Claims)  
1425  
1426 Any member of the education staff professionals who has any claim for compensation  
1427 while absent because of illness contracted or injury incurred as prescribed herein shall  
1428 file a claim in a manner prescribed in Florida Statute 1012.63, by the end of each  
1429 month during which such absence has occurred. The Board shall approve such claims  
1430 and authorize the payment thereof; provided that the Board shall satisfy itself that the  
1431 claim correctly states the facts and that the claim is entitled to payment in accordance  
1432 with the provisions of this section.  
1433  
1434 d. Illness-In-Line-of-Duty (Duration of Leave and Compensation)  
1435  
1436 Leave for any such member of the education staff professionals shall be authorized for  
1437 a total not to exceed ten (10) working days during any fiscal year for illness  
1438 contracted, or injury incurred from such causes as prescribed above. However, in the  
1439 case of sickness or injury occurring under such circumstances as the opinion of the  
1440 Board warrants it, additional emergency sick leave may be granted out of local funds  
1441 for such term and under such conditions as the Board shall deem proper.  
1442
- 1443 10. Terminal Pay  
1444  
1445 a. Employees shall be entitled to terminal pay for unused sick leave days at the time  
1446 of termination of employment for retirement. Such benefits shall be paid to their  
1447 beneficiaries if service is terminated by death. A cash payment for unused sick  
1448 leave days as follows:



- 1449 b. During the first three (3) years of service, in the FRS the daily/hourly rate of pay  
1450 multiplied by thirty five percent (35%) times the number of days of accumulated  
1451 sick leave.  
1452 c. During years 4, 5, and 6 of service, in the FRS the daily/hourly rate of pay  
1453 multiplied by forty percent (40%) times the number of days of accumulated sick  
1454 leave.  
1455 d. During years 7, 8, and 9 of service, in the FRS the daily/hourly rate of pay  
1456 multiplied by forty-five percent (45%) times the number of days accumulated sick  
1457 leave.  
1458 e. During years 10, 11, and 12 of service, in the FRS the daily/hourly rate of pay  
1459 multiplied by fifty percent (50%) times the number of days of accumulated sick  
1460 leave.  
1461 f. During and after the thirteenth(13th) year of service in the FRS an employee will  
1462 receive 100% of accumulated sick leave pay if they retire before or at the end of  
1463 the year in which they reach normal retirement.  
1464

1465 Normal retirement is defined as not having a reduction in benefits. (When employees  
1466 are paid terminal pay, also refer to current pay plans provider reference in Article 11.  
1467

#### 1468 11. Domestic Violence Leave

- 1469
- 1470 a. An employee may request and take up to three (3) working days of leave from work in  
1471 any 12-month period if the employee or a family or household member of an  
1472 employee is the victim of domestic violence. The first incident of requesting Domestic  
1473 Violence Leave shall be paid leave. For the remaining time the employee is with the  
1474 District, all other incidents of requesting Domestic Violence Leave shall be unpaid.  
1475
- 1476 b. This section applies if an employee uses the leave from work to:
- 1477
- 1478 1) Seek an injunction for protection against domestic violence or an injunction for  
1479 protection in cases of repeat violence, dating violence, or sexual violence;  
1480
  - 1481 2) Obtain medical care or mental health counseling, or both, for the employee or a  
1482 family or household member to address physical or psychological injuries  
1483 resulting from the act of domestic violence;  
1484
  - 1485 3) Obtain services from a victim services organization, including, but not limited to,  
1486 a domestic violence shelter or program or a rape crisis center as a result of the act  
1487 of domestic violence;  
1488
  - 1489 4) Make the employee's home secure from the perpetrator of the domestic violence  
1490 or to seek new housing to escape the perpetrator; or  
1491
  - 1492 5) Seek legal assistance in addressing issues arising for the act of domestic violence  
1493 or to attend and prepare for court-related proceedings arising from the act of  
1494 domestic violence.  
1495
- 1496 c. Except in cases of imminent danger to the health or safety of the employee, or to the  
1497 health or safety of a family or household member, an employee seeking leave from  
1498 work under this policy must provide the immediate supervisor appropriate advance

1499 notice of the leave as required by the Board's policy along with sufficient  
1500 documentation of the act of domestic violence as required by the Board.

1501  
1502 d. An employee seeking leave under this policy must, before receiving the leave, exhaust  
1503 all annual or vacation leave, personal leave, and sick leave, if applicable, that is  
1504 available to the employee.

1505  
1506 12. Bereavement Leave

1507  
1508 Any employee who suffers the death of an immediate family member will be granted  
1509 bereavement leave in the following manner:

1510  
1511 a. All permanent employees will be credited with paid bereavement leave in the event  
1512 of a death in their immediate family. Immediate family is defined as a spouse, parent,  
1513 sibling, child, grandparent, grandchild, or their current in-law or step-relative  
1514 counterparts.

1515  
1516 b. Employee will be credited with paid bereavement leave on a fiscal year basis.  
1517 Bereavement leave must be taken within two (2) weeks of the loss or burial and is  
1518 not cumulative. Employees will not be paid bereavement for days not scheduled  
1519 to work. Employees are required to attach a copy of the obituary or other  
1520 satisfactory document to the leave request form.

1521  
1522 c. If the funeral is to be held within 250 miles of the employee's home - the  
1523 employee shall be allowed to utilize a maximum of three (3) days of bereavement  
1524 leave.

1525  
1526 d. If the funeral is to be held more than 250 miles from the employee's home - the  
1527 employee shall be allowed to utilize a maximum of five (5) days of bereavement  
1528 leave.

1529  
1530 e. The use of bereavement leave does not prevent the employee from taking additional  
1531 sick leave or unpaid leave.

1532  
1533 f. Bereavement leave may not be used more than twice during a fiscal year.

1534  
1535 13. Emergency Natural Disaster Personal Leave

1536 a. When schools are reopened following a natural disaster, employees are eligible to  
1537 apply for emergency natural disaster personal leave with pay when they can  
1538 substantiate any one of the following conditions:

1539 1) They were unable to return to work because they evacuated the area;

1540 2) They suffered damage to their residence;

1541 3) They were requested to participate in relief efforts and are recommended for  
1542 leave by their supervisor;

- 1543 4) There were other natural disaster-related circumstances which are documented  
1544 and they are recommended for leave by their supervisor.
- 1545 b. The requests must be approved and recommended by the Superintendent or designee.  
1546 In no event shall such leave exceed five (5) days. Emergency natural disaster  
1547 personal leave when granted shall not be deducted from the employee’s sick leave.
- 1548
- 1549 B. Leave Without Pay
- 1550
- 1551 1. Medical and Family Leave
- 1552
- 1553 A. The Board may approve request for unpaid leave for up to one (1) year due to illness,  
1554 disability, accident and parental child rearing for the first year after birth/adoption.  
1555 The Board shall comply with the “Family and Medical Leave Act” provided an  
1556 application for such benefits is received with the request for leave and the employee  
1557 qualifies for such leave. The employee will not be allowed to return to work or any  
1558 paid or compensatory status during that up-to one-year of unpaid leave unless he or  
1559 she agrees to terminate the leave period.
- 1560
- 1561 Provisions of the Family and Medical Leave Act provide for up to twelve (12) weeks  
1562 of paid health benefits for some employees under certain conditions.
- 1563
- 1564 B. The Board will comply with the Family and Medical Leave Act of 1993. The Family  
1565 and Medical Leave Act entitles an “eligible employee” to take up to a total of 12  
1566 work weeks of unpaid leave during any 12-month period for the birth of a child and  
1567 to care for such child, for the placement of a child for adoption or foster care, to care  
1568 for a spouse or an immediate family member with a serious health condition, or when  
1569 he or she is unable to work because of a serious health condition. To be eligible for  
1570 leave, an employee must have worked for the District for at least 12 months and for  
1571 at least 1,250 hours during the 12-month period preceding the commencement of the  
1572 leave. Employee benefits, to include sick leave, shall not be diminished due to  
1573 compliance with the Family and Medical Leave Act. Sick Leave earned while on  
1574 FMLA can only be used after employee returns to work. Family Medical Leave does  
1575 include unpaid days taken under Parental/Maternity or Absence due to illness.
- 1576
- 1577 1) FMLA can be used in conjunction with paid sick leave after paid sick leave is  
1578 exhausted.
- 1579
- 1580 2) FMLA can be used in conjunction with unpaid leave at the onset of the leave  
1581 period.
- 1582
- 1583 3) FMLA can be used in conjunction with parental leave. This language should not  
1584 be construed to prevent employees from current option of retaining paid leave  
1585 days while utilizing parental leave.
- 1586
- 1587 2. Personal Leave Without Pay
- 1588
- 1589 Personal leave without pay shall not be granted for the purpose of an employee entering  
1590 into full time employment in another position. Employees shall use all available paid  
1591 personal leave days before using unpaid personal leave.

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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 or non-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 twenty-four (24) 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.
- Employees opting to take this leave may do so only once.
- Employees, while on leave for this reason, will still be entitled to insurance benefits as structured at the time of the leave.

- 1640 • Leave taken for this reason will not constitute a break or interruption in  
1641 continuous service in the District.
- 1642 • At the end of this leave, unless hired to be a teacher, the individual shall be placed  
1643 in the same or a similar position to what he or she originally held at the applicable  
1644 rate for the new position.
- 1645 • If, for any reason, the student teaching opportunity is terminated by the employee  
1646 or the sponsor institution prior to the end of the semester, the employee must  
1647 contact Human Resources the next business day after the termination and make  
1648 notification that they are available to return to work.

1649  
1650 C. Bargaining unit employees may formally resign a maximum of three (3) years in advance for  
1651 purposes of retirement. Employees who choose the maximum of three (3) years may be paid up  
1652 to thirty-three and one-third percent (33 1/3%) of their current accumulated sick leave during the  
1653 first year of their resignation. During the second year of their resignation they may be paid up to  
1654 one-half (1/2) of their remaining accumulated sick leave. At the end of the third and final year of  
1655 employment they will be paid the balance of their accumulated sick leave.

1656  
1657 An employee who selects to use the above benefit will not be eligible to use the sick leave pool  
1658 until, 1) all of the employee's sick leave and annual leave have been depleted and, 2) the  
1659 employee has been on leave without pay for the number of days equal to the number of sick  
1660 leave days for which the employee has been paid according to this policy.

1661  
1662 Normal retirement is defined as being able to retire without having any reductions in benefits.

1663  
1664 July 1 shall be considered the point of determination regarding penalty for exceeding normal  
1665 retirement (i.e., 62<sup>nd</sup> birthday on June 30, less than 30 years service, not eligible for benefit if  
1666 employment continues after July 1).

1667  
1668 All payments for accumulated sick leave will be paid at the employee's current daily rate.

1669  
1670 Members of the bargaining unit will participate in the program offered by the current pay plans  
1671 provider to shelter payoffs for annual leave, sick leave and retirement bonuses from FICA taxes  
1672 and income taxes to the extent permitted by law.

1673  
1674 Should an employee wish to transfer funds from the current pay plans provider within thirty (30)  
1675 days of leaving the system, the District will pay for any administrative fees. In addition, the  
1676 District agrees that if the employee chooses to transfer funds from the current pay plans  
1677 provider within thirty (30) days of leaving the system, the District will pay any penalty that is  
1678 charged because of early withdrawal. Such penalty shall not exceed the 7.5% that would have  
1679 been paid to FICA. The District will reimburse the employee for any penalty that exceeds the  
1680 7.5%. (Payment for annual leave because an employee is changing to a ten-month position from  
1681 a twelve-month position shall not be part of this agreement).

1682  
1683 Regarding the current pay plans provider contributions, retiring employees and DROP  
1684 participants who have a leave or pay-off payment of \$500 or less are not eligible to participate in  
1685 the current 401(a) plan.

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**ARTICLE 12 - SICK LEAVE POOL**

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

1739 leave pool policy.

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### ARTICLE 13 - COMPENSATION

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1744 A. Salary Schedules

1745

1746 The salary of each employee covered by this Agreement is set forth in Appendix which is  
1747 attached hereto and made a part hereof.

1748

1749 B. General Provisions

1750

1751 1. Salary Schedules will be in the Appendices of the Agreement.

1752

1753 2. Job Code and Pay Grade Assignment is in the Appendix.

1754

1755 3. Paychecks shall be distributed with the same regularity as presently exists with the  
1756 following exceptions. Employees who would normally receive less than twelve (12)  
1757 regular monthly paychecks shall be issued a paycheck on the last working day in August  
1758 if they have performed work prior to the end of the twelve-month hourly August payroll  
1759 period. Employees' insurance contributions shall not be taken from this special August  
1760 paycheck.

1761

1762 4. Employees shall be properly placed on schedule for Okaloosa County experience.

1763

1764 5. All full-time job-alike experience from other public School Districts will be allowed for  
1765 pay purposes. Five (5) years of full time non-school related job experience will be  
1766 allowed for pay purposes. Outside job experience will be allowed only when it coincides  
1767 with the performance responsibilities of the current job description. A calendar year can  
1768 only be counted one time in computing School Board and outside job experience. To  
1769 receive a year's credit, you must have worked over half the year. Full time is defined as  
1770 twenty (20) or more hours a week. Employee must verify outside experience.  
1771 Documentation must be presented to the Personnel Services Department before the 1<sup>st</sup> of  
1772 the month to be given credit for the experience that month. No credit will be given for  
1773 past experience that a retirement is being drawn on or if a lump sum payment was  
1774 received.

1775

1776 6. An employee who would be eligible to retire under an existing state retirement system and  
1777 has been credited with six (6) years of experience earned in Okaloosa Public Schools shall  
1778 have ten (10) percent of the employee's annual salary, excluding supplements, added to  
1779 the employees annual salary provided that the employee completes the necessary  
1780 procedures through the Personnel Services Department. The retirement incentive will not  
1781 be paid to any employee if the employee continues employment beyond June 30 of the  
1782 year after the employee reaches first eligibility for normal retirement benefits.

1783

1784 7. Employees who have completed eighteen (18) or more years of experience recognized by  
1785 the Okaloosa County School Board shall be eligible for a longevity stipend. Refer to  
1786 Educational Staff Professionals Salary Schedule

1787

1788 8. The method for converting monthly salary to hourly salary shall be monthly salary divided

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by 155.

9. Shift Differential

a. Any full time or part-time employee whose regularly assigned shift ends between 8:00 pm – 9:59 pm shall receive a shift differential of thirty cents (\$.30) per hour for all hours worked.

b. Any full time or part-time employee whose regularly assigned shift ends at 10:00 pm or later shall receive a shift differential of fifty cents (\$.50) per hour for all hours worked.

10. Transportation Assistants will receive other compensation at their current hourly wage to attend the back to school meeting.

11. Employees that proctor or administer state assessments will be paid \$5 per hour in addition to their normal wage. Support professionals will not be required to administer MAP without a teacher present. Proctoring should be rotated equally among all qualified support staff that do not require coverage.

12. School Food Service Employees

Pay for food service courses will be paid at the rate of \$.08 per hour for each course. A maximum of six (6) courses will be allowed for pay purposes. Being a certified food service worker qualifies as a “course”. If a food service worker uses this as one of their courses, then they may receive a maximum of seven (7) courses for pay purposes.

Certified food service workers shall receive a \$100 supplement at the end of the school year. Proof of certification shall be submitted on a yearly basis to the Program Director of Food Service.

13. Maintenance Department Employees

A. A supplement will be paid to employees in the following job titles who have obtained and possess a current license in the following field(s).

- 047100 Welder I
- 047300 Carpenter I
- 047400 Electrician I
- 047500 Plumber I
- 047600 Air Condition & Refrigeration I

The supplement will be \$50 per month for local or state registration and \$25 additional per month (a maximum of \$75) for state certification in the specific area of job classification.

b. Employees who are required to have certification for swimming pools because there exists a swimming pool on campus/site, should be paid \$50 per month.

- SP828 Swimming Pool Technician



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- c. No additional fee will be paid for residential or journeyman licenses.
- d. To continue receiving the supplement, the registration or certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.
- e. 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:
  - 047100 Welder I
  - 047300 Carpenter I
  - 047400 Electrician I
  - 047500 Plumber I
  - 047600 Air Condition & Refrigeration I
- f. An employee who receives a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classifications 4712, 4732, 4742, 4752, and 4764.

If years of work experience and vocational accreditation are combined, the number of years shall not exceed five (5).

#### 14. Transportation Employees

- a. A supplement will be paid to employees in the following job classification who successfully complete the requirements for the Vehicle Service Technician or Master Repair Technician.
  - 046100 Mechanic I
- 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:

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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.

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
  - 6. Plan and organize daily site activities
  - 7. Implement alternate food service arrangements during inclement weather
  - 8. Take accurate meal counts (at point of service unless an alternate system that provides accurate count has been approved by the state agency.)
- b. Employees will be guaranteed a minimum of four (4) hours of paid time.
- c. Employees who are hired to cover at various locations will be paid mileage for travel to the different sites.
- d. All program workers must attend one (1) training session.

C. Insurance

1. Health Insurance

The Board will make available to eligible employees a group health insurance program. The Board will offer one insurance plan that is no cost to the employee for employee coverage. Other insurance plans available will be offered at a cost share between the District and employee to include employee only plans and family plans.

- a. Two-Employee Family Health Coverage - For employees covered under this plan the Board shall pay the individual employee’s cost for single

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coverage.

## 2. Life Insurance

The Board will provide all employees a term life insurance policy at an amount not less than \$25,000 without cost to the employee. For those employees age seventy (70) and over the policy in effect will determine the amount of life insurance coverage.

## 3. Dental Insurance

The Board will make available to eligible employees a dental insurance program.

- a. The employee individual coverage will be at no cost to the employee.
- b. The Board will pay the individual employee cost of the family dental insurance.
- c. Two-Employee Family Dental Coverage – For employees covered under this plan the Board shall pay the individual employee’s cost for single coverage.

Current employees may add dependents to dental coverage at any time subject to a reduced benefit package outlined in the dental plan.

## 4. Other Deductions

The Board may provide voluntary payroll deductions for other programs it determines as a benefit to employees. Programs may include, but not limited to, Credit Union, Tax Shelter Annuity, Flex Plan, additional insurance plans, etc.

## 5. Health Reimbursement Management

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

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

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

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

8. Employees who are covered by this Agreement shall, upon retirement, have the option of continuing their participation in group health, dental, and life insurance coverage at the

- 1989 group rate, but at their own expense.
- 1990
- 1991 9. The Board provided health, long term disability, dental, and life insurance program will
- 1992 be reviewed prior to May 1<sup>st</sup> of each year by the Benefits Oversight Group. Members of
- 1993 this group (Chief Negotiator for the Board, District Finance Officer, Chief Negotiator for
- 1994 the Association, and the Association President) will review any proposed changes to the
- 1995 above-named insurance plans (benefits or premiums). Changes to any of the above-named
- 1996 plans will be negotiated at the table.
- 1997
- 1998 There will be a thirty (30) day open enrollment period after the beginning of each school
- 1999 year and prior to January 1 of that same calendar year for the health insurance for current
- 2000 employees who wish to enroll or make a change. The effective date for this open
- 2001 enrollment period will be January 1 of the following year.
- 2002
- 2003 D. Advanced Degree
- 2004
- 2005 1. Employees shall be paid a supplement for their advanced degrees. See Appendix.
- 2006
- 2007 Official Transcripts must be presented to the Personnel Services Department before the 1<sup>st</sup>
- 2008 of the month in order for supplement to begin that month.
- 2009
- 2010 2. The School District will pay the Associate Degree supplement to paraprofessionals who
- 2011 are paraprofessional qualified.
- 2012
- 2013 3. An employee who receives a two-year degree from a technical institute approved by and
- 2014 in good standing with the Florida Department of Education (or statutory state agency in a
- 2015 US state other than Florida in which the institute operates) as a degree-granting institution
- 2016 shall qualify for any additional stipend which otherwise would be granted to the holder of
- 2017 an Associate Degree from a community college or junior college. This provision shall
- 2018 apply to all current and future qualified employees but shall not result in retroactive pay
- 2019 adjustments.
- 2020

#### **ARTICLE 14 - MISCELLANEOUS**

- 2021
- 2022
- 2023
- 2024 A. The distribution of copies of the finalized official Agreement to the bargaining unit members
- 2025 will be the responsibility of the Association. Cost of the initial reproduction of this Agreement
- 2026 shall be shared equally by the Association and Board.
- 2027
- 2028 B. Should any provisions of this Agreement be declared illegal by a court of competent
- 2029 jurisdiction or as a result of state or federal legislation, the provision shall be severable and this
- 2030 provision or the application thereof if under any circumstance is held invalid, shall not affect
- 2031 any other provision of this Agreement or the application of any provision thereof. The waiver
- 2032 of any breach, term or condition of the Agreement by either party shall not constitute a
- 2033 precedent in the future enforcement of its terms and conditions.
- 2034
- 2035 C. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
- 2036 contrary to or inconsistent with the terms of this Agreement.
- 2037
- 2038 D. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or

- 2039 modifying any of its proposals or counter proposals during negotiations leading to this  
2040 Agreement.
- 2041
- 2042 E. Any fingerprinting and/or criminal background check of any current employee required as a  
2043 result of changes in Florida or Federal Statutes shall be provided free of cost to the education  
2044 staff professionals.
- 2045
- 2046 F. In addition to the deduction verification printout that is already being provided to the  
2047 Association from the Payroll Department on a monthly basis, an additional copy will be  
2048 provided that is sorted by site. The district will also provide to the Association, every three (3)  
2049 months, a copy of the employee listing sorted by site.
- 2050
- 2051 G. As of January 2003, all current confidential secretaries shall become regular secretaries subject  
2052 to the master contract for Education Staff Professionals. These confidential secretaries will be  
2053 grandfathered in at \$20 per month as long as they remain in their current position. The District  
2054 will no longer have new Secretary I position and those current will be grandfathered into the  
2055 system.
- 2056
- 2057 H. Administrative Assistant II can only be assigned to the Assistant Superintendent level positions  
2058 and higher.
- 2059
- 2060 I. Employees shall be admitted without charge to any school-sponsored athletic event. The  
2061 provision shall not apply to state athletic playoff events. The employee will provide some  
2062 form of identification that verifies their School Board employment to gain admission. This  
2063 shall apply to employees only.
- 2064

2065 **ARTICLE 15 - POLITICAL FREEDOM**

2066

- 2067 A. All employees shall have entire liberty of political action when not engaged actively in their  
2068 employment, provided such action is within the laws of the United States of America and the  
2069 State of Florida; and provided further that such action does not impair their usefulness in their  
2070 respective capacities.
- 2071
- 2072 B. The right of all employees to work and to vote for the party, candidates, and issue of their  
2073 choice shall never be questioned, abridged, or denied.
- 2074
- 2075 C. All employees shall be entirely free from political domination or coercion, or the pretended  
2076 necessity of making political contributions of money, or other things of value, or engaging in  
2077 any political work or activity against their wishes under the assumption that failure to do so  
2078 will in any way affect their status as employees of the school system.
- 2079

2080 **ARTICLE 16 - VIDEO CAMERAS**

2081

- 2082 A. The District may choose to install video cameras at various work sites. These cameras are  
2083 installed for security reasons only.
- 2084
- 2085 B. Employees shall be notified in advance when non-audio cameras/videos are installed in a  
2086 workplace. A sign indicating this facility has video cameras for security reasons shall be placed  
2087 at the main entrance to the facility.
- 2088

2089 C. Tapes from video cameras will not be used to evaluate employees; however, the District will  
2090 pursue any unlawful acts which are shown on tapes  
2091

**ARTICLE 17 – TERMS OF AGREEMENT**

This Agreement shall be effective as of July 1, 2020, and shall continue in effect through June 30, 2023. 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.

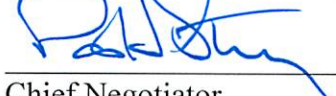
This provision shall remain in force in effect until such time as a successor agreement is ratified by the parties or until such time as the School Board sitting as the impartial legislative body resolves the impasse through legislative action.

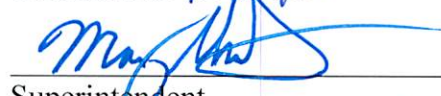
OKALOOSA EDUCATION STAFF  
PROFESSIONALS

SCHOOL BOARD OF OKALOOSA  
COUNTY

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Chief Negotiator


  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

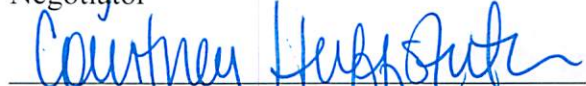
  
\_\_\_\_\_  
Negotiator

  
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Negotiator

  
\_\_\_\_\_  
Negotiator

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. \_\_\_\_\_



**APPENDIX D**  
**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**EDUCATION STAFF PROFESSIONALS SALARY SCHEDULE**  
**FISCAL YEAR 2020-2021**  
**EFFECTIVE JULY 1, 2020**



STEP	PG A	PG B	PG C	PG D	PG E	PG F	PG G
0	-	2,815	2,044	1,928	1,704	1,568	1,485
1	-	2,932	2,130	2,008	1,774	1,632	1,547
2	-	3,050	2,213	2,088	1,846	1,699	1,610
3	-	3,167	2,299	2,168	1,916	1,765	1,669
4	-	3,282	2,386	2,249	1,989	1,832	1,732
5	-	3,401	2,469	2,327	2,058	1,895	1,792
6	-	3,518	2,557	2,408	2,132	1,964	1,856
7	-	3,636	2,641	2,487	2,201	2,029	1,916
8	-	3,752	2,725	2,569	2,273	2,093	1,980
9	-	3,872	2,810	2,649	2,344	2,159	2,040
10	-	3,988	2,896	2,728	2,416	2,225	2,102
11	-	4,106	2,982	2,809	2,486	2,290	2,163
12	-	4,222	3,067	2,890	2,560	2,356	2,226
13	-	4,340	3,151	2,971	2,630	2,420	2,287
14	-	4,458	3,237	3,052	2,700	2,484	2,349
15	-	4,575	3,322	3,130	2,773	2,553	2,410
16	-	4,695	3,408	3,212	2,843	2,616	2,471
17	-	4,814	3,492	3,292	2,913	2,682	2,533
18	-	4,930	3,578	3,373	2,985	2,746	2,594
19	-	5,048	3,662	3,454	3,056	2,813	2,658
20	-	5,164	3,746	3,532	3,124	2,878	2,718
21	-	5,284	3,831	3,614	3,198	2,944	2,781

STEP	PG I	PG II	PG III	PG IV	PG V	PG VI
0	10.97	N/A	8.99	9.03	9.59	-
1	11.44	N/A	9.41	9.48	9.99	-
2	11.90	11.64	9.83	9.92	10.40	-
3	12.35	12.16	10.26	10.37	10.79	-
4	12.79	12.66	10.67	10.80	11.19	-
5	13.27	13.21	11.10	11.25	11.61	-
6	13.71	13.71	11.55	11.70	12.01	-
7	14.17	14.24	11.97	12.15	12.40	-
8	14.62	14.75	12.39	12.57	12.80	-
9	15.08	15.27	12.81	13.04	13.21	-
10	15.54	15.80	13.25	13.48	13.61	-
11	16.00	16.31	13.68	13.93	14.01	-
12	16.44	16.81	14.11	14.37	14.42	-
13	16.90	17.35	14.54	14.81	14.81	-
14	17.36	17.86	14.96	15.24	15.21	-
15	17.81	18.39	15.39	15.71	15.63	-
16	18.28	18.89	15.83	16.15	16.02	-
17	18.73	19.41	16.25	16.59	16.41	-
18	19.18	19.94	16.67	17.04	16.80	-
19	19.65	20.45	17.12	17.49	17.21	-
20	20.08	20.96	17.54	17.91	17.61	-
21	20.54	21.49	17.96	18.37	17.99	-

Employees who have completed eighteen (18) or more years of experience recognized by the School District of Okaloosa County shall be eligible for a longevity stipend as shown below.

<u>Longevity Stipend:</u>	<u>Monthly</u>	<u>Hourly</u>
Full-Time Monthly Employee	\$ 264.00	
Hourly Employee		\$ 1.70

Employees who are on Step 21 of the School District of Okaloosa County Education Staff Professionals Salary Schedule as of June 30 of the previous year shall be eligible for the following stipend:

<u>Step 21 Longevity Stipend:</u>	<u>Monthly</u>	<u>Hourly</u>
Full-Time Monthly Employee	\$ 150.00	
Hourly Employee		\$ 0.95

**APPENDIX D**  
**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**EDUCATION STAFF PROFESSIONALS SALARY SCHEDULE**  
**FISCAL YEAR 2020-2021**  
**EFFECTIVE JULY 1, 2020**



<b>Step</b>	<b>Years of Experience</b>	<b>Placement Chart A</b>	<b>Step</b>	<b>Years of Experience</b>	<b>Placement Chart B</b>
			0	0	10.97
			1	1	11.44
	<b>No Longer Applicable</b>		2	2	11.90
			3	3	12.35
	<b>See Pay Grade D</b>		4	4	12.79
			5	5	13.27
			6	6	13.71
			7	7	14.17
			8	8	14.62
			9	9	15.08
			10	10	15.54
			11	11	16.00
			12	12	16.44
			13	13	16.90
			14	14	17.36
			15	15	17.81
			16	16	18.28
			17	17	18.73
			18	18	19.18
			19	19	19.65
			20	20, 21, 22, 23, 24	20.08
			21	25 Plus	20.54

Employees who have completed eighteen (18) or more years of experience recognized by the School District of Okaloosa County shall be eligible for a longevity stipend as shown below.

<b><u>Longevity Stipend</u></b>	<b><u>Monthly</u></b>	<b><u>Hourly</u></b>
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<b><u>Step 21 Longevity Stipend:</u></b>	<b><u>Monthly</u></b>	<b><u>Hourly</u></b>
Full-Time Monthly Employee	\$ 150.00	
Hourly Employee		\$ 0.95

**APPENDIX E**  
**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**EDUCATION STAFF PROFESSIONALS**  
**JOB CODE PAY GRADE ASSIGNMENT**



PAYGRADE B

Accountant  
Buyer  
Certification Analyst  
Data Systems Tech I  
Insurance Ombudsman Confidential  
Program Analyst  
Student Service Worker  
Support Employees Analyst  
System Support Analyst  
Title Resource Liaison

PAYGRADE C

Assistant Route Coordinator  
CDL Trainer/Safety Monitor  
Computer Operator I  
Data Systems Technician II  
Educational Interpreter - ESE (Sign Language)  
Educational Interpreter - ESL (Language)  
Financial Aid Technician  
Human Resource Analyst  
Leaderman  
Payroll Clerk  
Retirement Analyst  
System Support Analyst II

PAYGRADE D

Air Condition & Refrigeration I  
Bookkeeper  
Carpenter I  
Child Development Associate  
Day Care Coordinator  
Delivery Personnel - School Food Service  
District Level Secretary - 10 Months  
District Level Secretary - 12 Months  
Electrician I  
ESE Job Coach  
Lead Custodian (Hired Before 7/1/11)  
Former Head Custodian (Hired Before 7/1/11)  
Heavy Equipment Operator  
Locksmith  
Mechanic I  
Plant Operator  
Plumber I  
School Secretary - 10 Months  
School Secretary - 12 Months  
Site Based Technician  
Warehouse/Grounds Personnel  
Welder I

PAYGRADE E

Computer Operator II  
Property Clerk

PAYGRADE F

Air Condition & Refrigeration II  
Carpenter II  
District Custodian I (12 months-Full Time)  
District Level Clerk  
Electrical Equipment & Cabling Installer  
Electrician II  
Mechanic II  
Plumber II  
Printing Press Operator  
School Level Clerk  
Stadium Personnel  
Welder II

PAYGRADE G

Delivery Personnel  
District Custodian II (12 months-Full Time)  
Grounds II Personnel  
Lead Custodian (Hired 7/1/11 or Later)  
Reproduction Clerk  
School Custodian II (10 months-Full Time)  
School Custodian II (12 months-Full Time)  
Site Based Technician II  
Truck Driver

PAYGRADE I

\*\* Special Placement Chart B  
\*\* Paraprofessional  
\*\* Safety Assistant  
\*\* ESE Paraprofessional  
\*\* Media Assistant  
\*\* Pre-Kindergarten Paraprofessional

PAYGRADE I (Continued)

Vo-Tech Paraprofessional

PAYGRADE II

Bus Driver - 9 months

PAYGRADE III

Bus Monitor  
Laborer - Hourly  
Lunchroom Monitor - 9 months  
Transportation Assistant

PAYGRADE IV

Assistant Lunchroom Manager  
Food Service Worker Hourly - 189 Days  
Food Service Worker Hourly - 191 Days

PAYGRADE V

Day Care Worker  
School Custodian - 9, 10, 12 months hourly

**APPENDIX D**  
**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**EDUCATION STAFF PROFESSIONALS**  
**SUPPLEMENTS & MISCELLANEOUS PAY**  
**FISCAL YEAR 2020-2021**  
**EFFECTIVE JULY 1, 2020**



**SUPPLEMENTS**

**ADVANCED DEGREE SUPPLEMENTS:**

	MONTHLY	HOURLY
Associate's	87.00	0.56
Bachelor's	145.00	0.94
Master's	205.00	1.32
Doctorate	268.00	1.72

\* Paraprofessionals who do not hold an advanced degree but are "paraprofessional qualified" per NCLB shall receive the Associate degree supplement.

**SCHOOL BOOKKEEPER SUPPLEMENTS:**

Elementary	255.00
Middle	342.00
High	425.00
Special Schools	
Okaloosa STEMM Academy	255.00
Southside Primary School	255.00
Richbourg School	255.00
Silver Sands School	255.00
Laurel Hill School	342.00
Ok. Tech. College & CHOICE High	425.00
Baker School	425.00

**ESE SUPPLEMENTS\*:**

ESE Paraprofessionals (Excluding EBD, Silver Sands, & Richbourg)	1.11
ESE Paraprofessionals (EBD, Silver Sands, & Richbourg only)	2.13
ESE Job Coach (Silver Sands & Richbourg only)	2.13
Transportation Assistants	1.02

\* ESE Supplements will be based on specific criteria as determined by OESP and the District ESE Department as agreed to as part of the FY 2006-2007 contract negotiation.

**PAYROLL SUPPLEMENT:**

Payroll Clerks	329.00
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**IN-SCHOOL SUSPENSION/STP SUPPLEMENT:**

Assistant - ISS/STP	2.15
---------------------	------

**CUSTODIAL SUPPLEMENTS:**

Elementary Lead Custodian	215.00
Middle School Lead Custodian	321.00
High School Lead Custodian	428.00
Custodians Employed at Destin Elementary & Destin Middle	1.02

**MEDIA ASSISTANT SUPPLEMENT:**

Media Assistant	2.13
-----------------	------

**FOOD SERVICE ASSISTANT MANAGER SUPPLEMENTS:**

SLADA	399	0.16
SLADA	599	0.18
SLADA	799	0.22
SLADA	999	0.24
SLADA	1199	0.27
SLADA	1200	0.30

**OTHER PAY**

	MONTHLY	HOURLY
<b><u>CUSTODIAL MISCELLANEOUS PAY:</u></b>		
Cleaners		12.10
<b><u>FOOD SERVICE MISCELLANEOUS PAY:</u></b>		
Site Supervisors - Summer Feeding Program		10.86
<b><u>TUTOR MISCELLANEOUS PAY:</u></b>		
Non-Certified Personnel		15.00
<b><u>CELL PHONE STIPEND:</u></b>		
ESE Mini Bus Driver	30.00	
<b><u>SHIFT DIFFERENTIAL: (See Article XIII B.9.)</u></b>		
Regularly Scheduled Shift Ending 8:00 p.m to 9:59 p.m.		0.30
Regularly Scheduled Shift Ending 10:00 p.m or later		0.50