

Master Contract

between

School Board of Okaloosa County

and

**Okaloosa County Education
Association**

Agreement reached at the table June 5, 2024

July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

PREAMBLE 1

ARTICLE I - RECOGNITION 1

ARTICLE II - RIGHTS 1

 Section 1 - Association and Professional Rights 1

 Section 2 - School Board Rights4

ARTICLE III - NEGOTIATIONS PROCEDURES4

ARTICLE IV - GRIEVANCE PROCEDURE5

 Section 1 - Definitions 5

 Section 2 - General Provisions 5

 Section 3 - Procedures5

 Section 4 - Initiation and Procedure (Informal)6

 Step I (Formal) 6

 Step II (Formal) 7

 Step III Arbitration7

ARTICLE V - EQUITABLE DUTY COMMITTEE7

ARTICLE VI - TEACHING CONDITIONS 8

ARTICLE VII - CLASS SIZE AND CLASS LOAD 15

ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION16

ARTICLE IX - GENERAL EMPLOYMENT PRACTICES 18

 Vacancies18

 Vacancies in Promotional Positions 18

 Summer Program and Summer Academic Program 19

 Hourly Instructional Program 19

 Supplemental Positions 20

ARTICLE X - TRANSFERS AND REASSIGNMENTS 20

 Voluntary Transfers 20

 Involuntary Transfers 21

ARTICLE XI - REDUCTION IN PERSONNEL	22
Lay-Offs	22
Recall.....	22
ARTICLE XII - LEAVES	23
Sick Leave	23
Paid Personal Leave	23
Annual Leave	24
Personal Leave Without Pay	24
Illness/Injury-in-line-of-duty	25
Illness/Injury-in-line-of-duty (Certification)	25
Illness/Injury-in-line-of-duty (Claims)	25
Illness-in-line-of-duty (Duration of Leave & Compensation).....	25
Bereavement Leave.....	25
Sabbatical Leave	26
Professional Leave With Pay.....	27
Parental Leave	27
Leave of Absence	28
Temporary Leave	28
Family and Medical Leave Act	28
Jury Duty/Witness Leave.....	29
Military Leave.....	29
Domestic Violence Leave.....	29
Emergency Natural Disaster Personal Leave.....	30
ARTICLE XIII - SICK LEAVE POOL	30
ARTICLE XIV - PROFESSIONAL LEARNING	32
ARTICLE XV - TEACHER EVALUATION	32
Goals for Evaluation	32
Procedure for Evaluation	32
PSC Teachers Moved to 90-Day Probation	32
Disciplinary Action	33
General	33
ARTICLE XVI - POLITICAL ACTIVITY	33
ARTICLE XVII - ACADEMIC FREEDOM	33
ARTICLE XVIII - SCHOOL CALENDAR	34
ARTICLE XIX - PROFESSIONAL COMPENSATION	34

ARTICLE XX - GENERAL..... 40

ARTICLE XXI - WAIVER PROCEDURE 40

ARTICLE XXII - VIDEO CAMERAS41

ARTICLE XXIII - TERMS OF AGREEMENT 43

APPENDIXES

Appendix A: Official Grievance Form 44

Appendix B: Leave Without Pay 45

Appendix C: Disruptive Student Removal46

Appendix D: Classroom Visit Request Form57

Appendix E: Salary Schedule58

Appendix F: Supplements64

Appendix G: Waiver Process Checklist.....68

1 **PREAMBLE**

2
3 The School Board of Okaloosa County, hereinafter referred to as the “Board” and the Okaloosa County
4 Education Association, hereinafter referred to as the “Association”, having met and negotiated in
5 accordance with Florida Statutes, Chapter 447 and having reached certain understandings, hereby agree
6 as follows:
7

8
9 **ARTICLE I - RECOGNITION**

10
11 This agreement is applicable for employees as defined in Certificate Number 4 granted by the Public
12 Employees Relations Commission on February 14, 1975, and issued to the Okaloosa County Education
13 Association:
14

15 The designated bargaining unit includes all certificated employees of the
16 school district, excluding all Superintendents, Assistant Superintendents,
17 Chief Officers, Directors, Supervisors, Principals, Assistant Principals,
18 Administrative Assistants, Program Directors, Specialists, and High
19 School Athletic Directors.
20

21 Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers."
22
23

24 **ARTICLE II - RIGHTS**

25
26 Section 1 - Association and Professional Rights
27

- 28 A. The Board and the Association agree that teachers shall have the right freely to organize, join and
29 support or to refrain from organizing, joining and supporting the Association. The Board and the
30 Association undertake and agree that they will not discourage, deprive, or coerce any teacher in
31 the enjoyment of any rights conferred by this Agreement as provided by the Florida Public
32 Employees Relations Law 447.501.
33
- 34 B. The Association shall have the right to use school buildings, facilities and equipment as provided
35 under prevailing Board policies.
36
- 37 C. The Association shall have the right to post notices of activities and matters of Association
38 concern in appropriate and specifically assigned space in the teacher's lounge or work room after
39 such notices have been initialed by the Association President or building representative.
40
- 41 D. The Association shall have the right to use teacher mailboxes for communication with teachers.
42 All correspondence must include a return address.
43
- 44 E. The Board agrees to make available to the Association in response to written requests all matters
45 of public record at cost. These requests should be addressed to the Chief Negotiator.
46
47
- 48 F. Teachers are entitled to full rights of citizenship when so entitled under the laws and Constitution
49 of the State of Florida and of the United States. In no way is this Agreement intended to add to or

50 delete from these rights. However, it is agreed by both parties to exhaust the grievance procedure
51 prior to proceeding to other remedies.

52
53 G. Upon proper request, the Board shall place on the agenda a time for Association business.

54
55 H. The following shall constitute the method that the Association and the Administration of the
56 Okaloosa County School District shall proceed in the requesting and granting of release days for
57 the purpose of Okaloosa County Education Association business, School District business,
58 attending of conferences and so forth. It is the intent of this article to define the various types of
59 leave and describe the administrative procedure for each. They are to be considered in separate
60 categories as follows:

61
62 1. The Superintendent after receiving from the Association a list of certified delegates shall
63 grant to each Association delegate two (2) leave days with pay for the purpose of
64 attending the Florida Education Association annual convention. The total number of
65 delegates authorized to attend shall not exceed five (5%) percent of the Association
66 membership plus five (5) delegates at large.

67
68 2. The Association president or his/her designee shall be granted release time
69 up to 20 days per school year to attend to association business. Examples
70 of how these days might be used include:

- 71
72 a) Monitoring of School Board meetings or workshops;
73 b) Monitoring of specific workshops in which the Association has specific interest;
74 c) Attendance at grievance hearings to specifically represent members;
75 d) Conducting building visits; and
76 e) Conducting Association business that cannot be done in other than school time.

77
78 It is expressly understood that requests for these days shall be specific in pointing out that
79 the request is for "Association days". The Association shall reimburse the District
80 substitute cost for the use of these days.

81
82 3. Leave days for individual professional conference – The Association from time to time
83 desires to send individuals to conferences for education and training. Examples of such
84 conferences in the past included the NEA Southeast Regional Critical Issues Conference
85 and the State of Florida Multi-Cultural conference. The parties agree that often these
86 conferences are beneficial to the school district as well as to the individual. Teachers may
87 be asked to conduct informational meetings after attending such conferences. Request of
88 leave for these purposes shall be sent directly to the Superintendent or his/her designee.
89 The Superintendent shall consider such requests and may grant them on a case-by-case
90 basis. Denial of TDE would not prevent the individual from taking personal leave to
91 attend such conference.

92
93 4. Leave days for lobbying – The past practice has been that the Superintendent has, upon a
94 full listing of the individuals and dates, given TDE to teachers to lobby in Tallahassee.
95 Such a list will be provided to the Superintendent for his/her consideration prior to the
96 regular session. TDE shall be granted only if the district is reimbursed for the cost of a
97 substitute if one is required.

- 99 5. There are members of the Association who hold positions on the executive board of the
100 FEA (the state affiliate) or have positions on standing committees of this organization.
101 The Superintendent and the Association agree it is advantageous to assure that this area
102 has impact on state level decisions but it should not cost the taxpayers of Okaloosa to see
103 that it occurs. Therefore, the Superintendent, upon direct notice to him/her, shall grant
104 TDE for these purposes, only if the district is reimbursed for the cost of a substitute if one
105 is required.
106
- 107 6. The Superintendent may request union involvement on specific committees. TDE
108 for individuals to serve on committees at the behest of the Superintendent or Board
109 shall not count as part of the Association's 20 days.
110
- 111
- 112 7. The total number of days used by any one individual from Sections 1, 2, 3, 4, and 5 shall
113 not exceed 19.
114
- 115 8. The Board agrees that the union shall have the option of releasing their president full time
116 or part time. If the union opts to have the president released part or full time they must
117 notify the Superintendent or his/her designee by June 1st of the previous year. The union
118 agrees to reimburse the Board for the appropriate cost of the president to include salary,
119 social security, retirement, and any Board paid insurance contributions. At the end of the
120 release, the individual shall be placed in a similar position to what he or she originally
121 held.
122
- 123 9. The Association president or designee may be released to attend any Board meeting or
124 workshop held during the school day, provided the president or designee notifies the
125 principal/administrator at least one (1) day in advance of the meeting. The president shall
126 be allowed to attend emergency called meetings.
127

128 All of the above requests should go either directly to the Superintendent or designee and contain
129 the signature of the OCEA president or OCEA executive director.
130

131 All of the above requests require the Association to reimburse the school district the full cost
132 of the employee taking leave excluding:

- 133 ○ Collective Bargaining
- 134 ○ Direct Employee representation
- 135 ○ Board Workshops & Meetings
- 136 ○ Grievances
- 137 ○ District committee meetings
138

- 139 I. The Association agrees to indemnify and hold harmless the Board for any losses or damages
140 arising from the operation of Paragraph I. It is also agreed that neither any employee nor the
141 Association shall have any claim against the Board for any deductions made or not made, as the
142 case may be, unless a claim of error is made in writing to the employer within thirty (30) calendar
143 days after the date such deductions were or should have been made.
144
- 145 J. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary
146 of any teacher and make appropriate remittance for any and all programs approved by the Board.
147
- 148 K. The Association president, his/her designee, and/or the Association faculty representative shall be

- 149 given an opportunity at the end of each building faculty meeting to present brief reports and
150 announcements.
151
- 152 L. The Board may advise the Association of any new or modified fiscal, budgetary or tax reforms,
153 construction programs, or major revisions of education policy which are proposed, and the
154 Association may be given opportunity to advise the Board with respect to said matters prior to
155 their adoption.
156
- 157 M. The Association building representative(s) at each work site shall be able to submit time sensitive
158 reminders to be read over the school intercom system in accordance with the school procedures
159 for making such reminders.
160

161 Section 2 - School Board Rights
162

- 163 A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights,
164 authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution
165 of the State of Florida and of the United States. Without limiting the generality of the foregoing,
166 the Board specifically retains the management and control of school properties, facilities, grades
167 and course of instruction, athletic and recreational programs, methods of instruction, materials
168 used for instruction, the fixing of the opening and closing dates of schools, the designation of
169 school holidays and the selection, direction, transfer, promotion or demotion, discipline or
170 dismissal of all personnel.
171
- 172 B. These powers, rights, authority, duties and responsibilities of the Board and the adoption of such
173 rules, regulations, and policies as it may deem necessary shall be limited only by the specific and
174 express terms of this Agreement.
175
176

177 **ARTICLE III - NEGOTIATIONS PROCEDURES**
178

- 179 A. Negotiations shall begin no later than thirty (30) calendar days after the expiration date of the
180 current Agreement unless both parties agree to an alternate date. The negotiation meetings will be
181 scheduled at reasonable times to allow both parties to participate fully.
182
- 183 B. During the term of this Agreement, each party reserves the right to reopen negotiations annually
184 on salary, insurance, supplements and one (1) Article of each party's choosing. If either party
185 desires to reopen negotiations under this provision, a written notice must be submitted to the
186 other party by June 1. If such notice is given, negotiations shall be initiated on or before June 20.
187 The negotiation meetings will be scheduled at reasonable times to allow both parties to
188 participate fully. Addendum date will reflect the term of the contract.
189
- 190 C. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is
191 going to occur in an amount greater than five (5%) percent of the operational revenue before
192 January 1 or greater than two (2%) percent of the operational revenue after January 1, then at the
193 option of the Board, the Board and the Association shall meet and negotiate in an attempt to
194 resolve the problem created by the loss of such revenue.
195
- 196 The negotiations shall begin within three (3) days after notification of the Association by the
197 Board that said loss of revenue has occurred, or is anticipated to occur. Should agreement not be

198 reached within twenty (20) consecutive working days (Monday through Friday), or both the
199 Board and Association declare impasse, whichever first occurs, then in that event, the Board shall
200 act unilaterally to resolve any problems created by the loss of revenue.
201

- 202 D. Regardless of the effective date, both parties will abide by language contained in an addendum
203 unless such language has been modified/deleted in a subsequent contract or addendum.
204 Language not modified/deleted will remain in force until such language is readdressed by either
205 party.
206

207 ARTICLE IV - GRIEVANCE PROCEDURE

208 Section 1 - Definitions

- 209
210
211
212 A. Grievance: A grievance is a claim made by a teacher, or group of teachers, that there has been a
213 violation of specific provision of this Agreement or interpretation of this Agreement.
214
215 B. Party in Interest: A "party in interest" is defined as the person or persons making the claim and
216 any person who might be required to take action or against whom action may be taken in order to
217 resolve the claim.
218
219 C. Immediate Supervisor: An "immediate supervisor" is defined as the person in the chain of
220 authority to whom an individual is primarily responsible.
221

222 Section 2 - General Provisions

- 223
224 A. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable
225 solutions to grievances which may from time to time arise.
226
227 B. Nothing contained herein shall be construed as limiting the rights of any individual teacher
228 having a problem to discuss the matter informally with the teacher's immediate supervisor in an
229 effort to have the problem adjusted without intervention of the Association.
230
231 C. All grievance meetings will be held at such time and place to enable all parties to fully participate
232 in the process. This time will usually be after school.
233
234 D. All documents, communications and records dealing with the processing of a grievance will be
235 treated as confidential files maintained by the Human Resources Department in so far as the same
236 can be kept confidential while at the same time meeting all requirements of the "sunshine law"
237 and "public documents law."
238
239 E. Based upon the Florida Public Employees Relations Commission (PERC) ruling of September
240 16, 2003, CA-2003-017, it is agreed that the Okaloosa County Education Association has the
241 right to initiate and process to arbitration grievances that involve the interpretation and
242 application of the parties' collective bargaining agreement. The grievance form will be signed by
243 the President of the Association.
244

245 Section 3 - Procedures

- 246
247 A. It is expressly understood that a claim must cite the article violated and clearly demonstrate the

248 violation in order to assist in the administration of the grievance.

- 249
- 250 B. Since it is important that grievances be processed as rapidly as possible, the number of days
- 251 indicated at each level should be considered maximum and an effort should be made to expedite
- 252 the process. The time limits specified, however, may be extended by written mutual agreement.
- 253
- 254 C. A grievance shall be deemed to have been waived unless presented to the immediate supervisor
- 255 in Step I within fifteen (15) working days after the event or events on which the grievance is
- 256 based are known or should reasonably have been known by the grievants.
- 257
- 258 D. Failure at any step of this procedure to appeal the grievance to the next step within ten (10)
- 259 working days (thirty (30) days in the case of arbitration) shall be deemed to be a waiver of further
- 260 right to appeal.
- 261
- 262 E. In the event a grievance is filed on or after April 30, which is left unresolved until the beginning
- 263 of the following school year, and could result in irreparable harm to a party in interest, the time
- 264 limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to
- 265 the beginning of the new school year.
- 266
- 267 F. Nothing contained herein shall prohibit the grievant from withdrawing the grievance at any step
- 268 in the grievance procedure.
- 269
- 270 G. The grievant shall have the right to have an Association representative present at all levels of the
- 271 procedure.
- 272
- 273 H. There shall be no reprisals taken against any member(s) because they have filed a grievance.
- 274

275 Section 4 - Initiation and Procedure (Informal)

276

277 In the event that teachers believe there is a basis for a grievance, the grievant(s) shall first discuss

278 the alleged grievance with the immediate supervisor with the objective of resolving the matter

279 informally.

280

281 Step I (Formal)

282

283 If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will invoke

284 formal grievance by filing the prescribed form (Appendix) with the grievant's immediate

285 supervisor with a copy to the Association. Within five (5) workdays, the immediate supervisor

286 shall meet with the grievant(s) and shall indicate the disposition of the grievance in writing and

287 shall furnish a copy thereof to the grievant(s).

288

289 If the Association President or designee and the Superintendent or designee determine that the

290 authority to resolve the grievance lies beyond the immediate supervisor, Step 1 may be skipped

291 and the parties may agree to have the first formal part of the grievance at the Step II level.

292

293 The Association may decide at any level, up to and including Step II, that the grievance lacks

294 merit. The Association will notify the grievant(s) and the principal or immediate supervisor of

295 such a decision.

296

297 Step II (Formal)

298
299 If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no decision
300 has been rendered within ten (10) workdays after presentation of the grievance, the grievant(s)
301 may file the grievance in writing with the Superintendent of Schools or designee and notify the
302 Association.

303
304 The Superintendent or designee shall represent the Administration at this level of the grievance
305 procedure. Within ten (10) workdays after receipt of the written grievance by the Superintendent,
306 the Superintendent or designee shall meet with the grievant(s) in an effort to resolve it. Within
307 five (5) workdays from the date of the meeting as set forth above, a written decision shall be
308 rendered.

309
310 Step III Arbitration

311
312 If the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent or
313 designee, or if no disposition has been made within five (5) working days, the grievance may be
314 submitted to impartial arbitration by the Association. The Association shall submit to the
315 Superintendent within thirty (30) workdays, notice of their intent to submit to arbitration. Failure
316 to submit said notice within the thirty (30) days shall eliminate the arbitration step. The American
317 Arbitration Association shall be notified, and an arbitrator shall be selected according to its rules.
318

319 The arbitrator shall then meet with the two parties for the purpose of making a decision relative to
320 the grievance. The arbitrator's decision shall be rendered following the final meeting and that
321 decision shall be final and binding on the parties. The arbitrator shall not have the power to add
322 to, subtract from, modify, or alter the terms of this Agreement. The grievant(s), or the Association
323 on the grievant's behalf, and the Board shall share equally all expenses of the arbitration.
324
325

326 **ARTICLE V - EQUITABLE DUTY COMMITTEE**

327
328 A. An Equitable Duty Committee comprised of five (5) teachers in each school shall be formed
329 during the last two weeks of each year. The committee shall be formed in the following order:
330 One (1) member shall be appointed by the principal, then two (2) members shall be elected by
331 total faculty ballot, one (1) member shall be an Association member elected at large by the
332 Association members within that school, and then one (1) member shall be appointed by the
333 principal.
334

- 335 1. The committee shall meet as needed, but not less frequently than three (3) times annually.
- 336 2. The principal, with the committee, shall schedule instructional personnel for school-
337 related duties which occur within the workday on an equitable basis.
- 338 3. The Administration and the Equitable Duty Committee should work together during
339 preplanning to identify all possible duties and assign them equitably. The administration
340 shall convene the equitable duty committee as soon as possible to address unforeseeable
341 duties. The committee will equitably assign the duties within contract language.
- 342 4. In an effort to provide teachers with relief time in the morning and afternoons as often as
343 possible and at the same time provide for the necessary supervision of students, the above
344 committee will consider the use of assistants, administrative staff, rotation within grade
345 levels, scheduling of teachers and/or other alternatives. All employees should work
346 together to arrange to have classes supervised if a bathroom break is needed outside of

- 347 regularly scheduled breaks. If a teacher is having a problem having their classes covered
348 in such a situation, the equitable duty committee should be petitioned to come up with a
349 procedure for that particular teacher. All employees shall cooperate with that procedure.
350 5. The Equitable Duty Committee at each school site shall be the representative body to
351 serve as the school-based paperwork reduction committee. This committee shall
352 periodically recommend procedures to the principal for eliminating, reducing, revising,
353 and consolidating paperwork and data collection requirements.
354 6. The individual school budget shall be discussed by the Equitable Duty committee and the
355 principal during the budget process.
356
357

ARTICLE VI - TEACHING CONDITIONS

- 358
359
- 360 A. A copy of the school budget shall be readily available to all teachers.
 - 361
 - 362 B. The Board shall equitably provide each teacher with necessary materials required in daily
363 teaching responsibilities.
364
 - 365 C. The administration will provide access to a telephone with privacy for professional calls
366 including long distance calls.
367
 - 368 D. Each teacher shall report any unsafe or hazardous conditions, in writing, to the principal as soon
369 as practicable.
370
 - 371 E. A room shall be provided in each school for necessary teacher conferences with parents or
372 students.
373
 - 374 F. The Board shall provide a reserved parking area for teachers except when substantial capital
375 investment would be needed to accomplish this goal.
376
 - 377 G. When school is not in session, teachers shall be given access to the building for use in conducting
378 school business. This arrangement with the principal will be equitable and scheduled at
379 reasonable times.
380
 - 381 H. Procedure for visitation of a teacher's class by an individual other than School Board Members or
382 district/school administrative/supervisory personnel:
383
 - 384 1. Complete the Classroom Visit Request Form (Appendix) by the visitor;
 - 385 2. All paperwork shall be completed at least 24 hours prior to classroom visit;
 - 386 3. Such persons will be issued a visitor's pass;
 - 387 4. This procedure may be waived with teacher consent.
388
 - 389 I. Teachers and administrators accept the joint responsibility to minimize unnecessary schedule
390 changes and unnecessary interruptions by maintenance, custodial or construction workers,
391 inter-communication systems or other such disturbances in classroom/school.
392
 - 393 J. Principals are encouraged to confer with teachers on the criteria/method for selection of
394 Department Chairperson, Team Leaders, and Grade Level Chairperson. Principal shall publish
395 criteria/method for selection. Appointments to these positions will be for one (1) year.
396

- 397 K. Custodial service shall be provided by the Board to maintain classrooms and other areas of each
398 school in a clean condition except in cases of emergency.
399
- 400 L. The school performance plan (SPP) will be developed with the input from teachers at each school
401 site.
402
- 403 M. Elementary teachers may use the time during which their students are in special classes as
404 preparation periods. Exceptional student education teachers are entitled to a preparation period
405 the same as elementary classroom teachers. The preparation period will not be preempted for duty
406 or activities not related to lesson planning and preparation.
407
- 408 N. Collaborative Planning Groups or PLCs will occur once per week for no less than 30 minutes
409 per week and will, at the direction of the principal, discuss, at a minimum, student data,
410 instructional strategies, practices, and content. When necessary, principals will flex the
411 personnel's work week to accommodate the thirty (30) consecutive minutes.
412
- 413 O. The length of the teachers' professional day shall be seven and one-half (7.5) hours including a
414 preparation period and a duty-free lunch period.
415
- 416 The preparation period shall be not less than one instructional period in secondary school. In a
417 standard week, elementary teachers will have 225 minutes per week during the student
418 instructional day with at least thirty (30) consecutive guaranteed minutes every day.
419
- 420 The duty-free lunch period shall be a minimum of thirty (30) minutes. Teachers may be required
421 to remain with the students during the lunch period for three of the first five days of school. The
422 district recognizes the sooner the students can be placed in their regular routine, the better.
423 During an emergency, teachers shall be called back for supervisory duties during the lunch
424 period. (A planned event cannot be considered an emergency.) The duty-free lunch period will
425 be waived for preschool handicapped and pre-kindergarten early intervention teachers. However,
426 their workday should be adjusted for a thirty (30) minute duty-free period sometime during the
427 7.50 hour day.
428
- 429 ESE teachers responsible for managing an IEP caseload, will be provided four (4) days and be
430 paid per the Appendix each school year to complete required paperwork and/or to hold IEP
431 meetings. The District ESE department will verify each teacher's caseload. During a Florida DOE
432 FEFP FTE/Transportation audit year, ESE teachers managing an IEP caseload at an audited site
433 will be paid per the Appendix. If the teacher fails to complete the student IEP-s, the teacher will
434 forfeit the money.
435
- 436 Secondary school teachers will have no more than five (5) regular class periods with at least one
437 (1) preparation period. The preparation period shall not be preempted for duty or activities not
438 related to lesson planning and preparation. If the daily schedule is altered for required testing in a
439 manner that affects a teacher's planning, the principal will make up any missed planning time
440 within five (5) student days.
441
- 442 Additional assignments related to the instructional program may be made during the specified
443 day as required. Assignment limitations contained in this paragraph may be waived in case of
444 an emergency.
445
- 446 High school and Vocational principals will have the authority to assign equitably duties during

447 one of the two (2) non-teaching periods. Secondary school teachers and teachers at Vocational
448 schools who teach academic subjects that are also offered at traditional high schools who agree
449 to teach a 6th period in the 7-period day, the 6th teaching period is in lieu of a duty period.
450 Those teachers with 6 classes will have a planning period and will be paid the hourly rate for the
451 6th class per the salary schedule. When professional learning activities are held during duty
452 periods, the 6th period teachers will attend the professional learning during planning period.
453 Newly hired teachers with no experience shall not teach more than five (5) periods.
454

455 Duties will include but not be limited to:

- 456
- 457 1. teachers as advisors duties;
 - 458 2. supervisory duties;
 - 459 3. study halls; In the event that study hall enrollment exceeds 45, the Equitable Duty
460 Committee will act to supply an additional teacher to share the duty.
 - 461 4. committee assignments for curriculum projects, accreditation projects;
 - 462 5. teachers who sponsor non-supplemental school clubs and supervise other after-school
463 activities will be given consideration when duties for the second non-teaching period are
464 assigned.
- 465

466 High school teachers who are earning a supplement will have five (5) regular class periods, a
467 planning period and may have a supplement period.
468

469 Secondary school teachers and teachers at Vocational schools who teach academic subjects that
470 are also offered at traditional high schools will have no more than five (5) regular class periods
471 with at least one (1) preparation period. Teachers at Vocational Schools shall be given a
472 designated 50-minute time block for planning/preparation.
473

474 P. Teachers may be assigned equitably a maximum of eight (8) supervisory and professional duties
475 prior to the time when they would otherwise be required to report for duty in the morning or
476 subsequent to the time they would normally leave in the afternoon. None of these duties may be
477 required on Saturday or Sunday except in the case of an emergency.
478

- 479 1. No more than four (4) of the eight (8) duties will be extracurricular activities such as club-
480 sponsored dances and programs, athletic events, etc., when they occur outside of the
481 contract hours.
- 482 2. Teachers are not required to participate in more than one activity during any one
483 week.
- 484 3. The aggregate number of such duties should not exceed that of the prior years unless
485 conditions clearly require an increase.
- 486 4. When a teacher is required to attend faculty meetings, department, grade level and team
487 meetings that extend beyond the teacher's contract hours, that meeting will be considered
488 fulfillment of a duty as described in Article V.
- 489 5. Participation in each open house or orientation fulfills a duty as described in Article V.
- 490 6. A duty is an activity beyond contract hours up to ninety (90) minutes. If a duty extends
491 beyond 90 minutes, each 90-minute period (or part thereof), will be counted as an
492 additional duty.
- 493 7. When faculty meetings are held before or after school and the principal declares
494 attendance at the meeting is "voluntary" in order to avoid counting the meeting as a duty
495 as stated above, the principal must send the content of information discussed to all
496 teachers at the school.

497 8. Teachers who are employed less than full time shall only be required to fulfill the number
498 of duties proportional to the employment percentage.

499
500 Q. Teachers' participation in extra-curricular activities beyond the established limit as cited in the
501 above paragraph for which no additional compensation is paid shall be strictly voluntary.

502
503 R. The Board shall make efforts to provide teaching stations which it deems appropriate for all
504 special service and special subject teachers.

505
506 S. Substitute teachers shall be employed for all absent teachers, including special areas, when
507 feasible and/or possible. This statement should not be construed to mean that teachers on duty
508 will be assigned to cover the absent teacher's classroom unless in an emergency.

509
510 T. Teachers shall not conduct bomb searches. At the direction of the principal, teachers shall
511 visually check their area of normal responsibility and report any suspicious items. A teacher's
512 area of normal responsibility shall be defined prior to any visual check.

513
514 U. When available, substitute assistants will be employed for absent assistants.

515
516 V. When inclusion is deemed an appropriate placement by the IEP team for a medically fragile
517 student, the teacher, except in emergency situations, will not be responsible for the delivery of
518 specialized health care procedures not specifically delineated as the proper responsibility of
519 certified teaching personnel according to "Guidelines for the Delineation of Roles and
520 Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting, May
521 1, 1990".

522
523 W. The District and the Association shall continue to work together in an effort to make a substitute
524 call-in system a viable system for all employees who require a substitute.

525
526 Reasonable effort will be made by the District to:

- 527
528 1. Provide an adequate pool of qualified substitutes,
529 2. Minimize meetings and training sessions on Fridays and any day prior to or immediately
530 following a holiday.

531
532 Reasonable effort will be made by the teacher to:

- 533
534 1. Report absences to the nearest quarter of an hour to the system as soon as possible,
535 2. Report TDE absences and any other planned absence to the system as far in advance as
536 possible.
537 3. In emergency situations when a teacher is required to leave school and the system is not
538 involved, teachers may voluntarily cover for each other. If a teacher is required to leave
539 for an emergency with more than ¼ of the school day remaining, every effort will be
540 made to secure a substitute. If a substitute cannot be obtained, teachers shall voluntarily
541 cover for each other.
542 4. When coverage of a class is required for more than a ¼ day and the SEMS system has
543 been notified to obtain a substitute teacher for that absence, yet has been unable to obtain
544 a substitute, that class will not be combined with other classes until all available
545 personnel have been utilized.

- 546
547 X. Lesson Plan Guidelines
548
549 1. Lesson planning is an essential element of effective and highly effective teaching. All
550 teachers are expected to have current plans for the subjects they teach.
551
552 2. Lesson planning involves consideration of key elements including the school’s SPP
553 initiatives, student learning goals, curriculum standards, essential questions, research-
554 based learning experiences, resources, differentiation, formative and summative
555 assessment, and reflection.
556
557 3. The Teacher’s sequential lesson plans should be accessible in the classroom at all
558 times. Teachers should have an emergency lesson plan available.
559
560 Y. A teacher’s social security number shall not be required on attendance sheets at a workshop,
561 conference, or in-service.
562
563 Z. The District will pay the costs for fingerprinting for instructional personnel when needed for re-
564 certification.
565
566 AA. Flex Days, Pre- and Post-Planning Days
567
568 1. Preplanning and Flex Days
569 a. Pre-planning shall be defined as the weekdays immediately prior to the first day for students.
570 There will be up to four pre-planning days to include district or school professional learning days.
571 Teachers may choose to work the three weekdays prior to pre-planning and/or attend district
572 training(s) lasting at least six (6) hours during the summer and flex those days on any end of
573 quarter teacher workday or end of year teacher workday, other than the day immediately
574 following the last day for students. The total days allowed to be flexed based on summer
575 trainings, the three days prior to pre-planning, or a combination thereof, shall not exceed five.
576 b. Teachers must notify principals in advance as much as possible as to flex days they wish to take.
577 c. Teachers who elect to utilize flex days before pre-planning shall not be required to attend
578 workshops, meetings, or conferences on those days. Teachers who choose to attend approved
579 workshops, meetings, or conferences on flex days will receive credit for working the flex day
580 provided the workshop or meeting lasts at least 6 hours.
581 d. Newly hired teachers in the district may be required to use “flex days” and attend new teacher
582 orientation.
583 2. Teacher Workdays
584 Teachers will not be required to attend meetings during the teacher workdays at the end of the 1st,
585 2nd and 3rd nine-weeks grading periods.
586 3. Post Planning
587 One faculty meeting may be held on the first teacher workday following the last day for students,
588 but shall last no longer than two hours.
589
590 BB. Teachers serving as Peer Mentors will receive a stipend per the Appendix when expectations are
591 met for mentoring a first-year teacher on a Temporary Certificate or for mentoring a first-year
592 teacher on a Professional Certificate. Teachers new to Okaloosa County with outside experience

593 will be offered a peer mentor in writing. If the teacher accepts, a peer mentor will be assigned,
594 and the mentor will receive a stipend per the Appendix after completing the mentoring process.
595 A Peer Mentors will receive one days of release time for each mentee assigned and the Mentee
596 will receive three days of release time. These release time days are to be used for attendance at
597 training, consultation, planning, and review of materials. Peer Mentors may be assigned no more
598 than two Mentees per school year.

599
600 CC. The Association may participate in any beginning of the year new teacher orientation programs.

601
602 DD. Instructional Coach Program

603
604 The purpose of an Instructional Coach is to provide knowledge and support to classroom teachers
605 as they implement best practices and evidence-based instructional strategies. This includes Math,
606 ELA, Science, and ESE Instructional Coaches. The Instructional Coach will use methods such as
607 modeling, data analysis, collaborative planning, classroom management strategies, assessment
608 best practices, and collaborative conversations to strengthen instruction and support teacher and
609 student needs.

610
611 Teachers, instructional coaches, and administrators will meet collaboratively to develop a School
612 Performance Plan (SPP) in the areas of ELA, Math, Science, and Social Studies. This
613 collaborative process will include goal setting, identifying areas of need, and developing
614 differentiated professional learning experiences geared to impact classroom instruction and
615 student achievement. The SPP will serve as the school's guideline for instructional expectations
616 in the classroom. Instructional Coaches may be used to support teachers in meeting those
617 expectations through modeling and other professional learning activities as requested by the
618 teacher.

619
620 Administration may direct individual grade levels/departments to work collaboratively with the
621 Instructional Coach to support the implementation of the SPP.

622
623 Of utmost importance to the program is the trust level developed between the teacher and the
624 Instructional Coach. Consequently, any specific information about what a coach sees in a
625 classroom shall be kept absolutely confidential. Administration should not inquire about specific
626 items that a coach has seen which would impact evaluations or decisions about an individual's
627 continued employment. Evaluation of personnel is to be conducted according to the Master
628 Contract and no information about an individual derived specifically from the Instructional
629 Coaching program shall be used to support decisions in regards to an individual's job status. The
630 Instructional Coach Supervisor and Instructional Coaches shall be instructed not to give such
631 information to the administration and/or other personnel should they ask and further to report any
632 such request to the Superintendent or designee, and the administrator's immediate supervisor.
633 Instructional Coaches shall be paid for any days beyond the 196 day rate at the negotiated rate.
634 Coaches will be expected to contact all of their assigned teachers with timely information.

635
636 Refusal to implement an Instructional coach methodology will not result in disciplinary action.
637 However, failure to improve a noted area of concern could affect the Teacher's Evaluation. It is
638 not the intent of the district to add to the teacher's workday, specifically because of this program.

639
640 Programs shall occur within the 7.50-hour day and teachers should not be required to forfeit

641 planning time involuntarily because of this program. Substitutes shall be provided to help
642 facilitate appropriate communications. OCEA shall be welcome to observe the training of
643 literacy/math/science coaches. If it is determined that an Instructional Coach has violated
644 confidentiality, they will not be allowed to continue in this program. If it can be shown that a
645 coach has violated the confidentiality of this program, they will be returned to the classroom if
646 they were transferred originally.
647

648 Instructional Coaches will be paid the hourly rate for training if they are required to train outside
649 their normal contract hours unless arrangements are agreed to on flex time before the training
650 occurs.
651

652 EE. Employees shall be admitted without charge to any school-sponsored athletic event. The
653 provision shall not apply to state athletic playoff events. The employee will provide some form of
654 identification that verifies their school board employment to gain admission. This shall apply to
655 employees only.
656

657 FF. Teachers will use the electronic gradebook when and where applicable.
658

659 GG. Employees required to move from one assigned classroom to another shall be provided assistance
660 when moving boxed or packed material from one classroom to another.
661

662 HH. Communication between parents and teachers is vital. Teachers may choose the form of
663 communication between teacher and parent.
664

665 II. The mailroom and employee break room will not be used as places for solicitation.
666

667 JJ. After the first two weeks of each semester, teachers must be provided ample written notice before
668 new students or students with schedule changes may be placed in their classes.
669

670 KK. Test administration and proctoring responsibilities will be equitably distributed among each
671 school's eligible staff.
672

673 LL. Teachers responsible for completing kindergarten report cards will be provided a total of 2.5
674 day of TDE for the purpose of completing the one-on-one student assessment required to
675 complete the report card.
676

677 MM. DJJ and Winter Break
678

679 1. A staff member would be able to have off during winter break by agreeing to do the following:

680 a) Work a full day on Veteran's Day on November 11

681 b) Attend job-alike meetings for 2-3 hours at a time (similar to grade level meetings)

682 c) Work at your job site for 2-3 hours at a time

683 d) These hours must be done after your normal workday

684 e) You must sign in and out

685 f) The number of hours completed must be equal to the number of days you want off
686 during winter break (1-4 days)

687 g) Staff can do any combination of number 1, 2, 3 but staff must participate in at least two
688 job-alike meetings.
689

- 690 NN. Drug and/or alcohol testing will be conducted for employees under the following
 691 circumstances:
 692
 693 1. An employee may be subject to drug testing when reasonable suspicion is determined under
 694 applicable laws that the employee is using or has used drugs.
 695
 696 2. An employee shall be subject to a drug screen immediately following a work-related accident
 697 or injury.
 698
 699 Refusal to submit to a drug/alcohol test following a work-related accident or injury shall subject
 700 the employee to loss of workers' compensation benefits.
 701
 702
 703 OO. Each school will assign a Title I contact teacher to be responsible for collecting and submitting
 704 documentation for the Title I compliance bin. This teacher will receive the equivalent of two
 705 TDE days per school year.
 706
 707 PP. Teacher will not be charged for replacing identification badges that are accidentally damaged
 708 while performing job duties or due to normal wear and tear.
 709
 710

711 **ARTICLE VII - CLASS SIZE AND CLASS LOAD**
 712

- 713 A. Administrators will make efforts within reason to ensure that teacher student ratios are equitable
 714 within schools. Administrators will also make efforts within reason to ensure that students are
 715 distributed in such a way that no one teacher is tasked with any particular subgroup without
 716 additional accommodation, assistance, or support.
 717
 718 B. Definitions:
 719 1. Class Size is the number of students assigned to a teacher for a period of instruction. In
 720 elementary schools, where one teacher directs all learning, it is the number of students for whom
 721 a teacher is responsible daily. In secondary schools or other schools in which teachers are
 722 responsible for instruction in a particular subject, it is the number of students for whom a teacher
 723 is responsible during a single period.
 724
 725 2. Class Load is the number of students for whom teachers are responsible daily where the
 726 teacher is assigned more than one class each day.
 727 If a class consists of two grades, whichever of the two grades' maximum class size is the
 728 smallest shall be the maximum class size for that class.
 729
 730 3. Maximum Class Size and Class Load
 731
 732 a. Elementary
 733 PreKD 1:6 Ratio (adults to students)
 734 Kindergarten - 1st grade 24*
 735 Grades 2-3 25*
 736 Grades 4-5 28*
 737 *This does not apply to Special Area Teachers
 738
 739

- 740 b. Secondary
- 741 Academic and Vocational 150 (maximum class load)
- 742 Physical Education 220 (maximum class load)
- 743
- 744 C. Teachers whose class size exceeds the limits listed in Maximum Class Size and Class Load shall
- 745 request relief from their principal.
- 746
- 747 D. The Principal or his designee will explore with the teacher all practical ways either to reduce the
- 748 class size or to provide relief through local means without commitment of additional funds. If
- 749 class size and class load cannot be reduced and it is determined that class size and class load has
- 750 exceeded the maximum, adequate teacher relief will include but not be limited to the following:
- 751 (1) aides, (2) additional equipment or materials, (3) compensatory time, (4) exchange of students,
- 752 (5) changing physical space, (6) an additional teacher. The time frame for hiring additional
- 753 personnel under this provision will be consistent with district personnel policy and Article IX.
- 754
- 755 E. Every effort will be made to have not more than three (3) subject area preparations per day or no
- 756 more than two (2) preps per day for teachers in their first year of teaching.
- 757
- 758 F. General Education Elementary teachers who are assigned more than one grade level in their class
- 759 will receive an annual supplement per the Appendix.
- 760
- 761 G. Speech/Language Pathologists, Occupational Therapists and other employees who are required to
- 762 complete Medicaid billing paperwork will be assigned a maximum of 60 students for whom they
- 763 must complete reports.
- 764

765 **ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION**

766

- 767 A. Any case of school related assault upon a teacher, either physically or verbally, shall be promptly
- 768 reported to the Board or its designated representative. Teachers have the right to report such
- 769 assault to the appropriate legal authorities. The Board shall save harmless and protect all teachers
- 770 to the extent of Board liability under the laws of Florida. Time for appearances before a judicial
- 771 body or legal authority when in connection with any incident in this Article shall result in no loss
- 772 of wages or reduction in accumulated leave.
- 773 For the purpose of this provision, an “assault” is an intentional, unlawful threat by word or act to
- 774 do violence to the person of another, coupled with an apparent ability to do so, and doing some
- 775 act which creates a well-founded fear in such other person that such violence is imminent.
- 776
- 777 B. It is the responsibility of the teacher to maintain a satisfactory level of control and discipline.
- 778 The Board recognizes its responsibilities to offer reasonable assistance to the teacher in meeting
- 779 this responsibility.
- 780
- 781 C. A teacher may impose classroom discipline where necessary in cases of minor infractions and
- 782 may use such reasonable force as may be necessary to protect themselves and other students from
- 783 the disruptive student(s).
- 784
- 785 D. Every effort shall be made to informally resolve complaints made against instructional personnel
- 786 by parents, students, or other individuals. Instructional personnel will be notified and given an
- 787 opportunity to respond within five (5) working days when the administrator becomes aware of an
- 788 alleged incident/complaint.
- 789

790 Failure of instructional personnel to respond in a timely manner does not limit the timeline for
791 taking administrative action.

792
793 If investigation of a complaint warrants official action, (written notice, reprimand,
794 recommendation for disciplinary action, etc.) documentation including written acknowledgment
795 of instructional personnel must be filed in compliance with Personnel Record laws and rules.

796
797 If the incident warrants a formal investigation, the maximum of thirty (30) working days shall be
798 the limit for the completion of investigative procedural steps. However, an extension may be
799 granted if both parties agree that additional time is warranted. If an outside agency such as DCF
800 or Law enforcement is involved, the district investigative timeline will be temporarily suspended
801 until the investigation by the outside agency is complete.

802
803 When notified of the completion of an investigation conducted by the Human Resources or
804 Equity offices, an employee who is named as a claimant or respondent must sign for
805 investigative documents or contact Human Resources for alternate delivery arrangements
806 within five (5) business days.

807
808 E. The Association will be provided a copy of the District's current Progressive Discipline Plan by
809 the start of preplanning each year, and any time a revision is made.

810
811 F. Education Discipline

812
813 There shall be a Placement Review Committee consisting of a minimum of three members
814 selected at each school during pre-planning. One teacher and one alternate shall be selected by
815 the faculty. The selection process shall guarantee open nominations and a secret ballot. After the
816 faculty has selected their two teachers and one alternate, the principal shall appoint a school staff
817 member and one alternate. If a request to remove a student is made, the teacher who requested
818 removal shall select an additional teacher for the committee. Any expansion of the Placement
819 Review Committee shall maintain the ratio specified in Section 1003.32, Florida Statutes: two
820 teachers, one selected by the school's faculty, one selected by the teacher who has removed the
821 student and one member from the school's staff who is appointed by the principal.

822
823 A teacher may remove from class a student who has been documented by the teacher to
824 repeatedly interfere with the teacher's ability to teach, or may immediately remove a student
825 whose behavior the teacher determines is so unruly, disruptive, or abrasive that it seriously
826 interferes with the teacher's ability to communicate or with the ability of the student's classmates
827 to learn.

828
829 The principal may not return the student to that teacher's class without the teacher's consent
830 unless the Placement Review Committee determines that such placement is the best or only
831 available alternative.

832
833 Regular discipline referrals for minor offenses are not dealt with under the provisions of this law.
834 (Section 1003.32, Florida Statutes)

835
836 G. Each report of known or suspected child abuse, abandonment, or neglect by a parent, legal
837 custodian, caregiver, or other person responsible for the child's welfare as defined in this chapter,
838 except those solely under s. 827.04(3), and each report that a child is in need of supervision and

839 care and has no parent, legal custodian, or responsible adult relative immediately known and
840 available to provide supervision and care shall be made immediately to the department's central
841 abuse hotline. Such reports may be made on the single statewide toll-free telephone number or
842 via fax, web-based chat, or web-based report.

843
844 H. When it is known that a student has any of the diseases listed in Okaloosa County School Board
845 Policy Chapter 20 (Communicable Diseases), teachers in immediate contact with that student
846 shall be notified.

847
848 I. All personally addressed mail, either postal or courier, shall not be opened without a teacher's
849 written consent.

850
851 J. No language in Article VIII above will be interpreted to bargain away the rights of students.

852
853 K. Personnel files and letters of reprimand: At the request of an employee, written reprimands,
854 material of a derogatory nature or complaints in an employee's personnel file may be appended
855 with the notice that the material is no longer relevant for disciplinary purposes, provided there
856 has not been a recent incident of a similar problem or complaint.

857
858 L. Employees covered by this collective bargaining agreement shall not have the responsibility of
859 direct supervision of outside non-instructional contractors as amended by SB 988, unless
860 employee volunteers for specific situations.

861
862 M. Teachers will receive communication from a dean or administrator regarding disposition of a
863 written discipline referral within five (5) workdays after the referral is submitted by the teacher.

864
865

866 **ARTICLE IX - GENERAL EMPLOYMENT PRACTICES**

867
868 A. Vacancies
869 Vacancies shall be defined as any bargaining unit positions to be filled. Posting of vacancies
870 shall comply with Article X, B - Voluntary Transfers.

871
872 1. Summer academic, evening or adult education, supplemental positions and other
873 programs in the Okaloosa County School District shall be filled with preference to the
874 more qualified current employee as determined by the Board and Superintendent. Both
875 parties agree that certification takes priority in hiring Summer School employees. This
876 provision shall not be interpreted to prohibit the Board from filling the above named
877 positions from outside applicants.

878
879 2. Teachers employed to fill vacancies shall have applied for or have a valid Florida
880 teaching certificate and shall be placed at the appropriate step of salary schedule upon
881 employment, based on experience and training.

882
883 B. Vacancies in Promotional Positions

884
885 1. Promotional positions are defined as positions included on the Administrative Salary
886 Schedule or twelve (12) month instructional positions.

887
888 2. All vacancies in promotional positions, as defined herein, shall be posted in FOCUS.

- 889 3. Teachers who desire to apply for such vacancies shall submit their applications through
890 FOCUS.
891
- 892 C. Summer Program and Summer Academic Program
893
- 894 1. Teachers in the summer program and summer academic program shall be paid in
895 accordance with the salary schedule which is attached to and is an appendix of this
896 agreement.
897
- 898 2. Teachers in the summer program shall be entitled to one and one-half (1.5) sick leave days
899 at the rate of one (1) day of sick leave for twenty (20) workdays. If such leave is not used
900 during the Summer Program, the unused summer school leave shall be paid to the
901 employee at the end of the session based on the Summer School Salary Schedule.
902
- 903 3. Teachers employed for summer positions shall be notified by letter stating the conditions
904 under which they will be employed prior to the beginning of their program.
905
- 906 4. Should registrations not be adequate to maintain classes, the teachers shall be paid for the
907 first-class period.
908
- 909 5. Positions for summer programs shall be filled by personnel within each school if the
910 programs are held at each school. A principal may seek teachers from other schools in
911 the district if no one is certified to teach a particular course. A principal will notify
912 Human Resources of any unfilled positions; Human Resources will then notify all
913 teachers via the email system of the unfilled positions with instructions on how to notify
914 the Principal of their interest. A substitute may be hired if no other teacher in the district
915 is available to fill the position.
916
- 917 6. Summer programs will rotate on an annual basis among all the schools in a zone
918 unless each school conducts its own program. If a school cannot be in the annual
919 rotation, the teachers at that school will have priority for positions in the year that the
920 summer session would have been held at that school.
- 921 D. Hourly Instructional Program
922
- 923 1. All hourly instructional personnel including vocational-technical, adult education and
924 compensatory education programs shall be paid in accordance with the hourly rate on the
925 Salary Schedule and shall not earn sick leave.
926
- 927 2. Instructors appointed for positions in these programs shall be notified stating the
928 conditions under which they will be employed prior to the beginning date of their
929 program.
930
- 931 3. Should registrations not be adequate to maintain classes, the instructor shall be paid for
932 the first-class period.
933
934
935

936 E. Supplemental Positions

- 937
- 938 1. Supplemental positions shall be those listed in Appendix. Any additional supplements
- 939 must meet the provisions of Article XXI (Waiver Procedure).
- 940
- 941 2. The Board and the Association recognize supplemented positions to be those positions
- 942 with duties over and above those of a full-time certificated instructional employee. The
- 943 Board shall make annual appointments of teachers to supplemental positions prior to the
- 944 end of post school planning. Once notified of their appointments, such teachers shall not
- 945 be dismissed from supplemental positions without just cause for the appointed year.
- 946
- 947 3. Salaries for supplemental positions shall be paid only to persons who fulfill the
- 948 responsibilities of supplemental positions listed in Appendix.
- 949
- 950 4. When possible, the Board shall notify all supplemental teachers of their supplemental
- 951 calendar prior to post planning of each school year.
- 952
- 953 5. Supplemental positions will be posted, along with the job description, at the appropriate
- 954 work site three (3) working days (exclusive of weekends and holidays), prior to the filling
- 955 of the position.
- 956
- 957 6. If two or more employees wish to job share a single supplemented position, they may
- 958 jointly agree to waive the contract restrictions and request this variation. Upon approval
- 959 by the principal, the employees shall be paid equal shares of supplemented position's
- 960 salary. Employees are under no obligation to job share supplemental positions unless
- 961 such request is made by the employee.
- 962
- 963 F. A seniority list based upon date of hire in the district will be provided to OCEA on a monthly
- 964 basis.
- 965

966 **ARTICLE X - TRANSFERS AND REASSIGNMENTS**

967

- 968 A. The Board and the Association recognize that frequent transfers of teachers from one school to
- 969 another may disrupt the education process and interfere with optimum teacher performance;
- 970 however, they also recognize that some transfers will be necessary for administrative purposes
- 971 and to insure a fair distribution of experienced and qualified teachers throughout the system.
- 972 Management reserves the right for the principal to accept voluntary transfers of certified
- 973 instructional personnel within the school staff prior to advertising.
- 974
- 975 B. Voluntary Transfers
- 976
- 977 1. After consideration of in-school personnel, vacancies that will extend beyond ninety (90)
- 978 days shall be posted utilizing the FOCUS program.
- 979
- 980 2. Duration of the posting shall be for two (2) working days. The transfer period will be
- 981 reduced to one (1) working day for two weeks beginning on the first day of preplanning.
- 982
- 983 3. Instructional employees wishing to transfer shall submit an on-line application on-line
- 984 using FOCUS.
- 985

- 986 4. In acting on requests for voluntary reassignments and/or transfers the following criteria
987 will be applied:
988
989 a. certification
990 b. instructional requirements,
991 c. individual or personal qualifications and evaluations,
992 d. length of continuous service within the bargaining unit,
993 e. specialty experience,
994 f. principal's acceptance of applicant.
995

996 C. Involuntary Transfers
997

- 998 1. A vacancy should not be filled by means of an involuntary transfer or reassignment unless
999 the transfer is deemed by the Board to be in the best interest of the Okaloosa County
1000 School System.
1001
1002 2. Notice of an involuntary transfer or reassignment will be given to teachers as soon as
1003 practicable.
1004
1005 3. Involuntary transfer and reassignment will occur as infrequently as possible and should be
1006 limited to meeting the requirements of class size, experience of staff and personal
1007 adjustment for specific teachers. Involuntary transfers for any other reason must be
1008 approved by the Superintendent, which would provide the teacher the opportunity to
1009 address the Superintendent regarding the transfer.
1010 4. No employee shall be involuntarily transferred until management has first given qualified
1011 employees the opportunity to transfer voluntarily. When an involuntary transfer or
1012 reassignment is necessary, a teacher's (1) areas of certification, (2) evaluation reports of
1013 service within the bargaining unit, and (3) length of continuous service within the
1014 bargaining unit, will be considered in the order listed in determining which teachers are to
1015 be transferred or reassigned. Involuntary transfers shall not be arbitrary, capricious, nor
1016 based upon one year's student test scores. In exceptional cases where the problem calling
1017 for the transfer or reassignment cannot be resolved because of the limits of the above
1018 criteria; a unilateral transfer may be made by the Superintendent. Full justification will
1019 be provided the teacher involved and become a matter of record.
1020
1021 5. Employees receiving an involuntary reassignment during the school year to a different
1022 room shall receive two (2) preparation days prior to the start of the involuntary
1023 reassignment. Employees receiving an involuntary reassignment during the school year
1024 not involving a change of rooms shall receive one (1) preparation day prior to involuntary
1025 reassignment.
1026 6. The School Board recognizes that extra work is required of teachers when schools are
1027 closed and/or realigned. The district will provide as much advance notice as possible to
1028 teachers who will be relocated because of school closures and/or realignments, in order to
1029 allow as much time as possible to pack materials, supplies, etc., and the manpower
1030 necessary to facilitate moving. Also, the District recognizes the need to furnish packing
1031 materials and supplies i.e. boxes, tape, etc. The District may choose to give additional
1032 days of pay or release relocating teachers from responsibilities related to pre and post
1033 planning days.
1034
1035

- 1036 7. Employees receiving an involuntary reassignment to a different grade level or course
1037 preparation shall be notified first by the principal or his or her designee.
1038
1039 8. Failure by any teacher hired in a teaching and supplemental position to maintain the
1040 supplemental position could result in an involuntary transfer.
1041

1042
1043 **ARTICLE XI - REDUCTION IN PERSONNEL**
1044

- 1045 A. The Personnel Department shall notify the Association president or designee of anyone who
1046 is being placed in lay-off from the bargaining unit before presenting the lay-offs to the School
1047 Board.
1048
1049 B. If a reduction in staff is determined to be necessary, the following procedure shall be controlling:
1050
1051 1. Lay-Offs
1052
1053 a. Principals shall determine if “layoffs” are necessary at their schools by area of
1054 certification. Within area of certification, the first to be laid off shall be the
1055 teacher who does not have a fully completed evaluation score. If there is more
1056 than one, the teacher with the lowest “teacher performance score” on the
1057 evaluation shall be the one in lay off. If there are insufficient numbers at the
1058 school who do not have completed evaluation scores, then the annual contract
1059 teacher with the lowest current evaluation scores shall be the one in lay off. If
1060 there are not sufficient numbers of annual teachers at the school, then the PSC/CC
1061 teacher who has the lowest current evaluation score shall be placed in lay off.
1062 When school is in session or one (1) week before school is in session, if there are
1063 no vacancies to place laid off teachers in, then bumping shall occur. Bumping
1064 shall occur on a district wide basis.
1065
1066 b. Should the prohibition against the previous seniority-based system be removed
1067 judicially or legislatively, the Board and the Association agree to return
1068 immediately to the previous system.
1069
1070 2. Recall
1071
1072 a. The Board shall determine the areas of certification and the number of positions
1073 in which recall will be made and the number of teachers to be recalled.
1074
1075 b. Continuing/professional service contract teachers shall be recalled first in inverse
1076 order of lay-off. Annual contract teachers shall then be recalled. The order of
1077 recall of annual contract teachers shall be determined by the Board.
1078
1079 c. No new teachers shall be hired in a laid-off teacher's area of certification.
1080
1081 d. Laid-off teachers shall remain on the recall list until such time as they are recalled
1082 or decline employment.
1083
1084
1085

ARTICLE XII - LEAVES

A teacher returning from paid or unpaid leave will be returned to his former or similar position. Such teacher shall also be advanced to the appropriate position on salary schedule.

A. Sick Leave

1. Pursuant to State Statute 1012.61 eligibility, “Any member of the instructional staff who is unable to perform his or her duty on account of personal illness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by the Superintendent to do so.” “Member of the employee’s own household” shall be any individual whose legal residence is the same as the person requesting leave. Proof of residence may be driver’s license, utility bill, bank statement, or federal tax form. Sick leave shall be taken in hourly increments. In the event an absence exceeds five (5) consecutive workdays, a certificate from a licensed physician shall accompany the Sick Leave Claim.
2. Each member of the instructional staff is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment pursuant to Florida Statute 1012.61. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment.
3. If a teacher is employed for ten (10) months, then he can accrue a maximum of ten (10) days per year, provided that such leave shall be taken only when necessary, because of sickness herein described. Such leave shall be cumulative from year to year without a limitation on the number of days to be accrued.
4. 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.
5. An employee may authorize the use of the employee’s accrued sick leave by a spouse, child, parent, current in-laws, or sibling who is also a school board employee. The following restrictions apply:
 - a. The recipient may not use the donated leave until all of the recipient’s sick leave has been depleted, including sick leave from a sick leave pool if the recipient participates in a sick leave pool;
 - b. Donated sick leave has no terminal pay value;
 - c. 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.

B. Paid Personal Leave

A member of the instructional staff may use six (6) days of cumulative sick leave each year for personal reasons. These six (6) days cannot be accrued from year to year. No more than six (6) personal leave days may be used consecutively. A teacher using personal leave shall make a

1136 good faith effort to notify the principal or designee at least twenty-four (24) hours prior to taking
1137 such a leave. Personal leave shall not be available in any one school on a given student day to
1138 over fifteen percent (15%) of the teachers except in cases of emergency. Such leave shall be
1139 granted based upon first notifying the principal.
1140

1141 C. Annual Leave

1142
1143 1. Full time employees who are employed on a twelve (12) month basis shall accrue annual
1144 leave as follows:

1145
1146 a. An employee with less than five (5) years continuous service in the district at the rate
1147 of one (1) day per month for each month of full-time employment.
1148

1149 b. An employee with five (5) years or more of continuous service in the district at the
1150 rate of one and one-quarter (1.25) days per month for each month of full-time
1151 employment.
1152

1153 c. An employee with ten (10) years or more of continuous service in the district at the
1154 rate of one and one-half (1.5) days per month for each month of full-time
1155 employment.
1156

1157 d. An employee with fifteen (15) or more continuous service in the district at the rate of
1158 one and three-fourths (1.75) days per month for each month of full-time
1159 employment.
1160

1161 2. Annual leave shall accrue at the close of each month.
1162

1163 3. Annual leave shall be approved by the Superintendent upon written request from the
1164 employee and with prior approval of the employee's immediate supervisor. No employee
1165 or group of employees may be required to take annual leave.
1166

1167 4. This leave may not be taken until accumulated. An employee will be allowed to
1168 accumulate up to 500 hours.
1169

1170 5. Upon retirement or termination for any reason an employee is entitled to full payment at
1171 his current daily rate for any unused accumulated annual leave up to the maximum allowed
1172 by School Board Policy.
1173

1174 D. Personal Leave Without Pay

1175
1176 Any absence beyond accrued leave must be approved by the School Board prior to the absence
1177 except in case of documented emergency. Illness with doctor's excuse is considered a
1178 documented emergency. Other personal/emergency leave requires that written
1179 documentation/verification accompanies the Request for Leave and that all personal leave has
1180 been exhausted.
1181

1182 Absences without approved leave are subject to disciplinary action and/or termination.
1183 Employees can be assured that all requests for Leave without Pay (LWOP) will be submitted to
1184 the School Board with a recommendation by the Superintendent for approval. Employees on
1185 personal Leave without Pay (LWOP) will not be allowed to switch to paid leave without first

1186 coming back to work. This provision shall have no effect on the use of the sick leave pool. If an
1187 employee is listed on the Leave without Pay report for taking unpaid leave without their
1188 supervisor's approval, the employee will be removed from the Leave without Pay report if the
1189 employee does not receive additional LWOP-related discipline for twelve (12) months. Any leave
1190 taken under this section that qualifies for leave under the Family Medical Leave section of the
1191 Article shall be taken in conjunction with the Family Medical Leave section.
1192

1193 E. Illness/Injury-in-line-of-duty
1194

1195 Any member of the instructional staff shall be entitled to illness-in-line-of-duty leave when the
1196 member is to be absent from duties because of illness from any contagious or infectious disease
1197 contracted in the school or injury suffered while on duty.
1198

1199 Illness/Injury -in-line-of-duty (Certification)
1200

1201 Request for illness/injury -in-line-of duty resulting from contraction of contagious disease in
1202 school shall require a physician's statement, attached to the leave request from the principal,
1203 certifying that the teacher making the request was in contact with the disease within the
1204 incubation period.
1205

1206 Illness/Injury -in-line-of-duty (Claims)
1207

1208 Any member of the instructional staff who has any claim for compensation while absent because
1209 of illness contracted or injury incurred as prescribed herein shall file a claim in a manner
1210 prescribed in Florida Statutes 1012.61, by the end of each month during which such absence has
1211 occurred. The Board shall approve such claims and authorize the payment thereof provided that
1212 the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled
1213 to payment in accordance with the provisions of this action.
1214

1215 Illness-in-line-of-duty (Duration of Leave and Compensation)
1216

1217 Leave of any such member of the instructional staff shall be authorized for a total not to exceed
1218 ten (10) school days during any school year for illness contracted, or injury incurred from such
1219 causes as prescribed above. However, in the case of sickness or injury occurring under such
1220 circumstance as the opinion of the Board warrants it, additional emergency sick leave may be
1221 granted out of local funds for such term and under such conditions as the Board shall deem
1222 proper.
1223

1224
1225 F. Bereavement Leave
1226

1227 An employee who suffers the death of an immediate family member will be granted bereavement
1228 leave in the following manner:
1229

- 1230 1. All permanent employees will be credited with paid bereavement leave in the event of a
1231 death in their immediate family. Immediate family is defined as a spouse, parent, sibling,
1232 child, grandparent, grandchild, or their current in-law or step-relative counterparts.
1233
- 1234 2. Employees will be credited with the paid bereavement leave on a fiscal year basis.
1235 Bereavement leave must be taken within two (2) weeks of the loss, burial, or service and is

1236 not cumulative. Employees will not be paid bereavement for days not scheduled to work.
1237 Employees are required to attach a copy of the obituary or other satisfactory document to
1238 the leave request form.

- 1239
- 1240 3. If the funeral is to be held within 250 miles of the employee's home - - the employee shall
1241 be allowed to utilize a maximum of three (3) days of bereavement leave.
 - 1242
 - 1243 4. If the funeral is to be held more than 250 miles from the employee's home - - the employee
1244 shall be allowed to utilize a maximum of five (5) days of bereavement leave.
 - 1245
 - 1246 5. The use of bereavement leave does not prevent the employee from taking additional sick
1247 leave or unpaid leave.
 - 1248
 - 1249 6. Bereavement leave may not be used more than twice during a fiscal year.

1250

1251 G. Sabbatical Leave

1252

1253 For the encouragement of continued professional learning and the resulting improvements in the
1254 quality and level of experience of the teaching staff, sabbatical leave without pay for up to one (1)
1255 school year shall be granted by the Board.

- 1256
- 1257 1. Any teacher who has satisfactorily completed six (6) consecutive years of teaching in the
1258 school district may apply for sabbatical leave.
 - 1259
 - 1260 2. A sabbatical leave without pay may be granted to permit a teacher to engage in study,
1261 research, or other reason approved by the Board.
 - 1262
 - 1263 3. A teacher who requires a sabbatical leave for study will be expected to enroll as a full-time
1264 student at an institution of higher education.
 - 1265
 - 1266 4. The Application for Sabbatical Leave (Appendix D) including a plan for study and/or
1267 travel must be submitted to Human Resources as soon as feasible. Applicants will be
1268 notified as soon as a decision is reached. A teacher receiving permission to take a
1269 sabbatical leave shall inform the Superintendent in writing within fifteen (15) days of the
1270 teacher's intention to either accept or decline such leave.
 - 1271
 - 1272 5. Not more than six (6) teachers represented in the bargaining unit shall be granted
1273 sabbatical leave during any one (1) school year.
 - 1274
 - 1275 6. Applications for sabbatical leave will be screened by a committee of six (6) members.
1276 Three (3) members of the screening committee are to be appointed by the Superintendent
1277 and three (3) members are to be appointed by the President of the Association. Criteria to
1278 be considered by the screening committee in reviewing applications for sabbatical leaves
1279 will include need, area, and plan of study and/or travel, seniority, and past contributions to
1280 the school district. In all cases, a teacher making application for the teacher's first
1281 sabbatical leave shall have preference over one who has previously had sabbatical leave.
1282 Upon termination of sabbatical leave, a teacher shall not be entitled to another sabbatical
1283 leave until he/she has completed an additional six (6) full years of service in the school
1284 district.
- 1285

1286 7. In addition to the six (6) teachers approved, a list of alternates will be established. The
1287 alternates will be ranked according to their precedence, previously established by the
1288 committee. Should any of the original choices decline his sabbatical leave due to a change
1289 in plans or lack of acceptance in a program, the first alternate shall be notified and
1290 considered. This process shall continue through the list of alternate-designees until all
1291 approved applications have been utilized.

1292
1293 8. The teacher upon returning will be returned to the teacher's former position or a similar
1294 position. Such teacher shall also be advanced to the appropriate position of the salary
1295 schedule as if the teacher had been in actual service in the district during the period of
1296 sabbatical leave.

1297
1298 H. Professional Leave With Pay
1299

1300 1. Members of the teaching profession who are working on an advanced degree or are taking
1301 courses to enhance their knowledge of their major field, may be granted professional
1302 leave. This professional leave with pay should not exceed a total of six (6) days of
1303 pre-school and post-school planning periods during any one (1) year and such professional
1304 leave with pay should not be granted in excess of five (5) summers.

1305
1306 2. The Superintendent after receiving from the Association a list of certified delegates shall
1307 grant to each Association delegate two (2) leave days with pay for the purpose of attending
1308 the Florida Education Association annual convention. The total number of delegates au-
1309 thorized to attend will represent five (5%) percent of the Association membership plus five
1310 (5) delegates at large. The Association will reimburse the school district the full cost of the
1311 employees attending.

1312
1313 I. Parental Leave
1314

1315 1. 1. The School Board shall grant unpaid leave for the purpose of childbearing, adoption
1316 and/or child rearing for up to one (1) year, provided sufficient notice is given and that a
1317 contractual relationship exists which will be in effect during the period of leave. Prior to
1318 the commencement of such leave, the employee may utilize any portion of accrued sick
1319 leave. If possible, the effective date for the suspension of services shall be mutually
1320 agreed to by the employee and immediate administrative supervisor. Such decisions shall
1321 be based on, but not limited to, physical condition, effectiveness in performing assigned
1322 duties, availability of replacement, term of service required for credit for a year of service,
1323 and the recommendation of the attending physician. The employee will not be allowed to
1324 return to work during parental leave for flex days, pre-planning, post-planning or any other
1325 paid or compensatory status unless he or she agrees to terminate the leave period.

1326
1327 2. An employee who is in annual contract status and is granted leave shall be duly
1328 reappointed and/or under contract to render services for the school year during which the
1329 leave will occur before such leave can be approved. Leave granted under these conditions
1330 shall not be interpreted to assure reappointment for the subsequent school year. However,
1331 the principal shall recommend for or against the employee's reappointment at the time of
1332 annual recommendations provided that appropriate written notice of intent to return to

1333 work was provided on or before March 1 by the employee. Any employee whose services
1334 are not satisfactory and who would not, at the time of leave, be considered for
1335 reappointment shall be granted leave for the remainder of the school year only. Under no
1336 conditions shall such leave be granted unless the employee has signed a contract or
1337 received the Superintendent's notice of reappointment covering the period of the requested
1338 leave.

1339
1340 J. Leave of Absence

- 1341
- 1342 1. A leave of absence without pay of up to two (2) years may be granted to any teacher, upon
1343 application, for the purpose of serving as full-time paid officer of a national, state, or local
1344 professional organization. Upon return from such leave, the teacher shall be returned to
1345 his former position or a substantially similar position for which the teacher is certified.
1346
 - 1347 2. Any teacher granted leave of absence as provided in this Article shall be given the
1348 opportunity, unless otherwise provided, to continue insurance coverage in existing school
1349 programs during the leave, providing that the premium, in full, for such insurance
1350 programs shall be paid by the teacher on a monthly basis in advance of the month due.
1351

1352 K. Temporary Leave

1353
1354 Each principal shall have the authority to equitably release teachers for one and a half (1.5) hours
1355 or less of student contact time. Employees may include lunch time to extend the 1.5 hours only if
1356 the time gone encompasses regular lunch time. In cases where other staff members are able to
1357 conduct missed classes of the excused teacher and a substitute is not required, it shall not be
1358 necessary to charge the excused teacher with personal or sick leave.
1359

1360 Teachers must sign out to fulfill this requirement and records of these temporary absences must
1361 be maintained, showing the number of such absences involved.
1362

1363 Teachers with children attending a public school may have up to one-half (1/2) day TDE per year
1364 to attend their children's school events or parent/teacher conferences. Absences must be
1365 coordinated with the teacher's principal to ensure coverage for the teacher. Such leave shall not
1366 be for taking field trips with their child or attending field days.
1367

1368 Teachers shall be granted TDE to take necessary certification exams to become fully certified in
1369 their current position TDE will not be granted for retakes.
1370

1371 L. Family and Medical Leave Act

1372
1373 The Board will comply with the Family and Medical Leave Act of 1993. The Family and
1374 Medical Leave Act entitles an "eligible employee" to take up to a total of 12 work weeks of
1375 unpaid leave during any 12-month period for the birth of a child and to care for such child, for the
1376 placement of a child for adoption or foster care, to care for a spouse or an immediate family
1377 member with a serious health condition, or when he or she is unable to work because of a serious
1378 health condition. To be eligible for leave, an employee must have worked for the District for at
1379 least 12 months and for at least 1,250 hours during the 12-month period preceding the
1380 commencement of the leave. Employee benefits to include sick leave shall not be diminished due
1381 to compliance with the Family and Medical Leave Act. Sick leave earned while on FMLA can
1382 only be used after employee returns to work. Family Medical Leave does include unpaid days

1383 taken under Parental/Maternity or absence due to illness.

- 1384
- 1385 1. FMLA can be used in conjunction with paid sick leave after paid sick leave is exhausted.
 - 1386
 - 1387 2. FMLA can be used in conjunction with unpaid leave at the onset of the leave period.
 - 1388
 - 1389 3. FMLA can be used in conjunction with parental leave. This language should not be
 - 1390 construed to prevent teachers from current option of retaining paid leave days while
 - 1391 utilizing parental leave.
 - 1392

1393 M. Jury Duty/Witness Leave

1394

1395 An employee who is required to serve as a juror or subpoenaed to appear as a witness during

1396 regular working hours shall be granted paid leave upon proper documentation and application.

1397 Parties to a civil act or charged with a criminal violation will not be covered under this provision.

1398

1399 N. Military Leave

1400

1401 Military leave shall be granted to employees to enlist or are inducted into military service or who

1402 are members of the Reserves or the National Guard and who request such leave. Compensation

1403 allowed during Military Leave shall not exceed seventeen (17) days per calendar year as provided

1404 in section 115.14, Florida Statutes.

1405

1406 1. Leave Without Pay

1407 a. Employees drafted into full-time military service shall be granted leave without pay

1408 for the period of required military service. Military orders must be presented with

1409 the leave request.

1410

1411 b. An employee granted military leave for extended active duty shall, upon completion

1412 of the tour of duty, be returned to employment without prejudice provided an

1413 application for re-employment is filed within six (6) months following the date of

1414 discharge.

1415

1416 c. Following the receipt of the application for re-employment, the school board shall

1417 reassign the employee to duty in the school system as soon as possible. Under no

1418 circumstances shall the reassignment occur more than six (6) months after the

1419 application for re-employment.

1420

1421 O. Domestic Violence Leave

1422

- 1423 1. An employee may request and take up to three (3) working days of leave from work in any
- 1424 12-month period if the employee or a family or household member of an employee is the
- 1425 victim of domestic violence. The first incident of requesting Domestic Violence Leave
- 1426 shall be paid leave. For the remaining time the employee is with the District, all other
- 1427 incidents of requesting Domestic Violence Leave shall be unpaid.
- 1428

1429 2. This section applies if an employee uses the leave from work to:

1430 a. Seek an injunction for protection against domestic violence or an injunction for

1431 protection in cases of repeat violence, dating violence, or sexual violence;

1432

- 1433 b. Obtain medical care or mental health counseling, or both, for the employee or a
1434 family or household member to address physical or psychological injuries resulting
1435 from the act of domestic violence;
1436
1437 c. Obtain services from a victim services organization, including, but not limited to, a
1438 domestic violence shelter or program or a rape crisis center as a result of the act of
1439 domestic violence;
1440
1441 d. Make the employee's home secure from the perpetrator of the domestic violence or
1442 to seek new housing to escape the perpetrator; or
1443
1444 e. Seek legal assistance in addressing issues arising for the act of domestic violence or
1445 to attend and prepare for court-related proceedings arising from the act of domestic
1446 violence.
1447
1448 3. Except in cases of imminent danger to the health or safety of the employee, or to the health
1449 or safety of a family or household member, an employee seeking leave from work under
1450 this policy must provide to his or her immediate supervisor appropriate advance notice of
1451 the leave as required by the Board's policy along with sufficient documentation of the act
1452 of domestic violence as required by the Board.
1453
1454 4. An employee seeking leave under this policy must, before receiving the leave, exhaust all
1455 annual or vacation leave, personal leave, and sick leave, if applicable, that is available to
1456 the employee.
1457

1458 P. Emergency Natural Disaster Personal Leave
1459

1460 When schools are reopened following a natural disaster, employees are eligible to apply for
1461 emergency natural disaster personal leave with pay when they can substantiate any one of the
1462 following conditions:
1463

- 1464 1. They were unable to return to work because they evacuated the area;
1465
1466 2. They suffered damage to their residence;
1467
1468 3. They were requested to participate in relief efforts and are recommended for leave by their
1469 supervisor;
1470
1471 4. There were other natural disaster-related circumstances which are documented and they
1472 are recommended for leave by their supervisor.

1473 The requests must be approved and recommended by the Superintendent or designee. In no
1474 event shall such leave exceed five (5) days. Emergency natural disaster personal leave when
1475 granted shall not be deducted from the employee's sick leave.
1476
1477

1478 **ARTICLE XIII - SICK LEAVE POOL**
1479

- 1480 A. A sick leave pool shall be established for use by participating teachers.
1481
1482 B. Participation in the sick leave pool shall be voluntary on the part of each teacher.

- 1483
1484 C. All full-time teachers shall be eligible for participation in the sick leave pool after one (1) year of
1485 employment by the Okaloosa County School Board provided said teacher has accumulated a
1486 minimum of twenty (20) days of accrued unused sick leave. Note: the one (1) year of
1487 employment does not have to be the year immediately preceding entry in the pool. Any year of
1488 employment by the Okaloosa County School District will satisfy this provision for eligibility as
1489 long as the twenty (20) days of leave provision is met.
1490
- 1491 D. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave
1492 balance of the teacher donating such leave and shall not be available to the donating teacher as
1493 sick leave.
1494
- 1495 E. Any sick leave time drawn from the pool by the participating teacher must be used for the
1496 teacher's personal catastrophic illness, accident or injury. Pregnancy without complications and
1497 selective surgery are not considered catastrophic.
1498
- 1499 F. Each participating teacher shall contribute one (1) day of sick leave in the first month of
1500 eligibility. No other sick leave contributions will be required, except that each participating
1501 teacher shall be required to contribute an additional one (1) day of accrued sick leave if the sick
1502 leave pool balance has been reduced below one (1) day for each two (2) participating teachers.
1503
- 1504 1. Teachers shall be eligible to join the sick leave pool during the first twenty (20) school
1505 days of each school year.
 - 1506
 - 1507 2. The teacher who cancels membership in the sick leave pool shall not be eligible to
1508 withdraw the days of sick leave the teacher has contributed to the pool.
1509
- 1510 G. A participating teacher shall not be eligible to use sick leave days from the pool until all of the
1511 teacher's sick leave has been depleted. A teacher so situated shall be eligible to use up to a
1512 maximum of ninety (90) days of sick leave from the pool within a twelve (12) month period and
1513 only for approved absences of five (5) continuous paid days or more.
1514
- 1515 H. A participating teacher who is eligible to use sick leave days from the pool shall not be required
1516 to re-contribute such days, except as a regular contributing member.
1517
- 1518 I. A teacher who transfers into another school district within the state shall not be eligible to have
1519 sick leave days from the pool transferred to that school board's sick leave pool.
1520
- 1521 J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrong doing, the
1522 teacher may be required to repay any or all of the teacher's sick leave credits drawn from the sick
1523 leave pool at the teacher's regular daily rate of pay. Rules adopted for the administration of this
1524 program shall provide for the investigation of the use of sick leave utilized by the participating
1525 teacher in the sick leave pool.
1526
- 1527 K. A sick leave pool committee selected by the Association shall approve or disapprove all requests
1528 for withdrawal and shall formulate any additional administrative guidelines as shall be deemed
1529 necessary.
1530
1531

ARTICLE XIV-PROFESSIONAL LEARNING

- 1532
1533
1534 A. Providing opportunities for professional learning is a function of the school district as well as the
1535 individual schools. Professional learning should be meaningful and relevant to the individual’s job
1536 responsibilities.
1537
1538 B. The district assumes the responsibility of record keeping relevant to employees’ professional
1539 learning hours/points earned specific to certificate renewal.
1540
1541
1542 C. Certified employees may check their professional learning history to include hours/points earned
1543 relative to certificate renewal through the professional growth program.
1544
1545 D. Teachers should be pulled from their classes no more than 37.5 hours per semester and on no more
1546 than six (6) occasions for any required professional learning. During years in which new state
1547 standards are first implemented, this may be increased to no more than 45 hours per semester and
1548 no more than six (6) occasions.
1549
1550

ARTICLE XV - TEACHER EVALUATION

- 1551
1552
1553 A. Goals for Evaluation
1554
1555 The purpose of the assessment and evaluation process is to enhance instruction for students by
1556 assisting teachers in continuous quality improvement of their professional skills. The method
1557 designed to achieve this goal must be formalized to the extent it supports decisions on salary,
1558 transfers, promotions, and dismissals.
1559
1560 B. Procedure for Evaluation
1561
1562 It is the responsibility of the principal or the immediate supervisor to mark the evaluation of the
1563 individual, within the guidelines of the School District of Okaloosa County Teacher Evaluation
1564 Handbook and prepare a plan for observation which will insure:
1565
1566 1. An orientation with teachers prior to the evaluation process to explain the instrument used
1567 to support the final evaluation.
1568
1569 2. That teachers will receive their final year end teacher performance ratings prior by May
1570 15th.
1571
1572 2. The opportunity for written response by the teacher to be filed with the evaluation.
1573
1574 C. PSC Teachers Moved to 90-day Probation
1575
1576 If an evaluator who is not the principal of the school determines that a teacher who holds a
1577 professional service contract is not performing the teacher’s duties in a satisfactory manner to
1578 the extent that the teacher may be placed on a 90-day notice of unsatisfactory performance,
1579 then the principal shall become the official evaluator. Should the decision be made to place
1580 the teacher on a 90-day notice of unsatisfactory performance, the principal shall notify the

1581 teacher in writing of such determination. The notice must describe such unsatisfactory
1582 performance and include notice of all statutory procedural requirements.

1583
1584 D. Disciplinary Action

1585
1586 If disciplinary action against a teacher shall be necessary, it shall at all times be in accordance
1587 with Florida Statutes, State Board of Education Regulations, Okaloosa County School Board
1588 Policy and this Agreement. No disciplinary action will be taken without just cause.

1589
1590 E. General

1591
1592 Changes made by the Teacher Evaluation Committee to the Okaloosa County Teacher
1593 Evaluation Handbook shall be considered temporarily approved until ratified by both the
1594 members of the bargaining unit and the Board.

1595
1596
ARTICLE XVI - POLITICAL ACTIVITY

1597
1598
1599 A. All teachers shall have entire liberty of political action when not engaged actively in their
1600 employment, provided such action is within the laws of the United States of America and the
1601 State of Florida and provided further that such action does not impair their usefulness in their
1602 respective capacities in the Okaloosa County School System.

1603
1604 B. The right of all teachers, when not actively engaged in their employment, to work and vote for
1605 the party and candidate of their choice shall not be questioned, abridged, or denied.

1606
1607 C. All teachers shall be entirely free from political domination or coercion, or the pretended
1608 necessity of making political contributions of money or other things of value, or engaging in any
1609 political work or activity against their wishes, under the assumption that failure to do so will in
1610 any way affect their status as employees of the school system.

1611 D. Participation on the part of teachers in political activity shall be voluntary.

1612
1613
ARTICLE XVII - ACADEMIC FREEDOM

1614
1615
1616 A. The parties seek to educate young people in the democratic tradition, to foster recognition of
1617 individual freedom and social responsibility, to inspire meaningful awareness of and respect for
1618 the Constitution of the United States and the State of Florida, and to instill appreciation of the
1619 values of individual personality.

1620
1621 B. Academic freedom shall be guaranteed to teachers in study and investigation of facts and ideas
1622 concerning man, human society, the physical and biological worlds and other branches of
1623 learning. Teachers will teach the curriculum which shall be open to community and School Board
1624 evaluation.

1625
1626 C. Student grades shall be determined and reported by the classroom teacher whose decision shall be
1627 final unless the principal has determined that any grade has been miscalculated. A principal may
1628 make reasonable inquiry of a teacher regarding student grades. No teacher shall be coerced into
1629 changing a student's grades on assignments, tests, or grades in the teacher's official grade book.
1630 Parental challenges to student grades shall follow School Board Policy, Chapter V, Section 8.

ARTICLE XVIII - SCHOOL CALENDAR

- 1631
1632
1633 A. The Superintendent shall appoint members and the Association shall appoint members to a
1634 school calendar committee to meet and confer in order to establish a tentative recommended
1635 school calendar.
1636
1637 B. The school calendar shall not exceed the statutory limits of 196 teacher workdays or 180 student
1638 attendance days.
1639
1640 C. Teachers shall be paid for six (6) holidays during the teachers' school year.
1641
1642 D. School shall be dismissed early on the last day of school for students.
1643
1644 E. In the event schools are closed necessitating a change in the calendar the Superintendent or his
1645 designee will meet and confer with the Association before making a recommendation to the
1646 Board concerning either making days up or appealing to the State Cabinet to excuse days.
1647
1648 F. The Superintendent or designee shall discuss the calendar for grade submissions for the school
1649 year with the Association prior to final adoption. Changes to the grade submission calendar shall
1650 only be made after notification and discussion with the association.
1651
1652 G. During a year when students are not in attendance the entire week of Thanksgiving, twelve-
1653 month instructional employees shall work 252 days, however, if students are in attendance,
1654 twelve-month instructional employees shall work 254 days.
1655

ARTICLE XIX - PROFESSIONAL COMPENSATION

- 1656
1657
1658
1659 A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix of this
1660 Agreement.
1661
1662 B. Teachers hired after July 1, 2001 receive full credit on the salary schedule for all previous
1663 accredited public-school experience and acceptable private school experience.

1664
1665 Teachers hired prior to July 1, 2001 receive full credit on the salary schedule for all previous
1666 public-school experience in the state of Florida and for out-of-state and private experience up to
1667 nine (9) years credit as per the initial placement chart.
1668

1669 Private school experience must be earned in an accredited school which is State or
1670 Regional accredited and requires state certification. No military experience will be
1671 used for salary purposes. No credit in excess of that authorized by the salary schedule
1672 shall be given although no such credit previously granted will be retracted. No credit will be
1673 given for time which retirement funds have been distributed unless funds were directly rolled
1674 over to another tax-exempt account. This language will be effective upon the ratification of this
1675 agreement.
1676

1677 Teachers are responsible for verification of outside experience. Newly-hired teachers will be
1678 placed at the beginning step of the salary schedule until they present Human Resources with
1679 verification of previous experience. During the initial year of hire, experience that has been
1680 verified will be paid retroactive to the date of hire. Teachers who wish to receive credit for

1681 outside experience after their first year of hire must present documentation to the Personnel
1682 Services Department before the 1st of the month to be credited for the experience the following
1683 payroll period, this experience will not be retroactive.
1684

1685 C. A year's credit for teaching experience shall be allowed for one (1) day over half a year or more
1686 of actual service within a school year. Parts of two (2) school years may not be combined to meet
1687 the minimum requirements for one (1) year of service.
1688

1689 D. Insurance
1690

1691 1. Health Insurance
1692

1693 The Board will make available to eligible employees a group health insurance program. The
1694 Board will offer one insurance plan that is no cost to the employee for employee coverage.
1695 Other insurance plans available will be offered at a cost share between the District and
1696 employee to include employee only plans and family plans.
1697

1698 a. Two-Employee Family Health Coverage - For employees covered under this
1699 plan the Board shall pay the individual employee's cost for single coverage.
1700

1701 2. Life Insurance
1702

1703 The Board will provide all employees a term life insurance policy at an amount not less than
1704 \$25,000 without cost to the employee. For those employees age seventy (70) and over the
1705 policy in effect will determine the amount of life insurance coverage.
1706

1707 3. Dental Insurance
1708

1709 The Board will make available to eligible employees a dental insurance program.

1710 a. The employee individual coverage will be at no cost to the employee.

1711 b. The Board will pay the individual employee cost of the family dental
1712 insurance.

1713 c. Two-Employee Family Dental Coverage – For employees covered under this
1714 plan the Board shall pay the individual employee's cost for single coverage.

1715 Current employees may add dependents to dental coverage at any time subject to a reduced
1716 benefit package outlined in the dental plan.
1717

1718 The above provisions apply to all employees who work eighteen and three-quarters (18.75) or
1719 more hours per week. The Board shall continue to pay its contribution towards premiums for any
1720 employees injured on the job while they are drawing workers' compensation until final settlement
1721 is reached.
1722

1723 New employees desiring to participate in any of the above insurance plans shall pay the
1724 premiums for the first three (3) months of eligibility. After three (3) months the Board shall pay
1725 the above insurance provisions. Failure of employees to participate during the three (3) months
1726 the Board does not contribute shall not affect in any way their ability to participate once the
1727 Board's contributions would begin.
1728

1729 E. The Board will provide a minimum of \$25,000.00 life insurance per teacher.
1730

1731 F. The Board provided health, indemnity; dental and life insurance program will be reviewed prior
1732 to October 1st of each year by the Benefits Oversight Group. Members of this group (Chief
1733 Negotiator for the Board, District Finance Officer, Chief Negotiator for the Association, and the
1734 Association President or designee) will review any proposed changes to the above-named
1735 insurance plans (benefits or premiums). Changes to any of the above-named plans will be
1736 negotiated at the table.

1737
1738 There will be an open enrollment period for the health insurance thirty calendar days for each
1739 school year for current employees who wish to enroll or make a change.

1740
1741 Current employees may add dependents to dental coverage at any time subject to a reduced
1742 benefit package outlined in the dental plan.

1743
1744 Enrollment changes in medical and dental coverage due to change in status (marriage, divorce,
1745 birth, adoption, spouse employment/insurance, etc.) will be allowed within thirty days of the
1746 status change.

1747
1748 Changing to indemnity coverage may be done at any time.

1749
1750 Changes in life insurance may be made any time during the year, but subject to medical
1751 underwriting.

1752
1753 There will be an open enrollment period for the Board sponsored health, dental, life and
1754 indemnity insurance coverage for new employees. The open enrollment period will be the first
1755 thirty calendar days of employment for new employees and the first thirty calendar days of the
1756 time period the new employee becomes eligible for Board paid coverage.

1757
1758 G. The Board shall pay a teacher for an advanced degree earned from an accredited institution, if the
1759 teacher was hired before July 1, 2011. The Board shall pay the teacher for an advanced degree if
1760 hired after July 1, 2011, if it is an area that is on the teacher's current certificate. No teacher
1761 currently being paid on the advanced degree schedule will be adversely affected by this
1762 provision. Payment for the highest level coverage will begin at the beginning of the pay period
1763 following receipt of an official transcript reflecting the degree in the Human Resources
1764 Department. Employees shall be responsible for furnishing these transcripts.

1765
1766 H. A teacher who has reached normal retirement eligibility according to the FRS Pension Plan and
1767 has been credited with twenty (20) years of experience earned in Okaloosa County School
1768 System shall have ten (10%) percent of the employee's annual salary, excluding supplements
1769 paid upon the submission of their resignation and completion of the necessary procedures through
1770 the Human Resources Department. The retirement incentive will not be paid to any teacher who:
1771 (a) fails to submit a request within one (1) calendar year after the date of separation (b) continues
1772 employment beyond June 30 of the year in which the teacher reaches first eligibility for normal
1773 retirement benefits, or (c) is terminated for cause or resigned in lieu of termination. It shall be the
1774 responsibility of each teacher to determine the teacher's eligibility for normal retirement and to
1775 meet the requirements set forth in this provision. Employees who are members of the FRS
1776 Investment Plan will be held to the same normal retirement eligibility requirements as the FRS
1777 Pension Plan members.

1778
1779 I. The Board shall install a Section 125 Flexible Benefits Plan. The Benefits Oversight Group shall
1780 make recommendations to the Board regarding set up, installation and operation of the plan.

1781
1782 J. A member of the instructional staff will be paid terminal pay for accumulated sick leave at
1783 normal retirement or to his beneficiary if service is terminated by death. If termination of
1784 employment is due to the death of an employee, any terminal pay for sick leave will be made to
1785 the beneficiary designated on the employee's "Florida Retirement System Beneficiary
1786 Designation Form." However, such terminal pay shall not exceed an amount determined as
1787 follows:

- 1788
- 1789 1. During the first three (3) years of service in the FRS, the daily rate of pay multiplied by
1790 thirty-five (35%) percent times the number of days of accumulated sick leave.
 - 1791
 - 1792 2. During years 4, 5, and 6 of service in the FRS, the daily rate of pay multiplied by forty
1793 (40%) percent times the number of days of accumulated sick leave.
 - 1794
 - 1795 3. During years 7, 8, and 9 of service in the FRS, the daily rate of pay multiplied by
1796 forty-five (45%) percent times the number of days of accumulated sick leave.
 - 1797
 - 1798 4. During years 10, 11, and 12 of service in the FRS, the daily rate of pay multiplied by fifty
1799 (50%) percent times the number of days of accumulated sick leave.
 - 1800
 - 1801 5. During and after the 13th year of service in the FRS, the daily/hourly rate of pay multiplied
1802 by one hundred (100%) percent times the number of days of accumulated sick leave.
 - 1803

1804 Normal retirement is defined as the time you are first eligible to receive an unreduced retirement
1805 benefit based on your age or years of service. If you were hired prior to July 1, 2011 you qualify
1806 for normal retirement when you are vested (6 years of service) and you have reached age 62 or 30
1807 years of service, whichever comes first. If you are hired after July 1, 2011, you qualify for
1808 normal retirement when you are vested (8 years of service) and you have reached age 65 or 33
1809 years of service, whichever comes first.

1810
1811 Members of the instructional bargaining unit will participate in the program offered by the
1812 current special pay plans provider to shelter payoffs for annual leave, sick leave, and retirement
1813 bonuses from FICA taxes and income taxes to the extent permitted by law.

1814
1815 Should an employee wish to transfer funds from the current special pay plans provider within
1816 thirty (30) days of leaving the system, the District will pay for any administrative fees. In
1817 addition, the District agrees that if the employee chooses to transfer funds from the current
1818 special pay plans provider within thirty (30) days of leaving the system, the District will pay any
1819 penalty that is charged because of early withdrawal. Such penalty shall not exceed the 7.50% that
1820 would have been paid to FICA. The District will reimburse the employee for any penalty that
1821 exceeds the 7.50%. (Payment for annual leave because an employee is changing to a ten-month
1822 position from a twelve-month position shall not be part of this agreement).

1823 K. Deferred Retirement Option Program (DROP)

1824
1825 An eligible member of the Florida Retirement System may elect to defer retirement benefits
1826 while continuing employment for a specified time not to exceed sixty (60) months following
1827 normal retirement age or years of service.

1828
1829 L. The OCEA shall be provided one payroll deduction slot in order to allow their members access to
1830 Association sponsored benefit programs. The Board agrees to permit employees to meet with

- 1831 OCEA Benefits Representatives at the employees' convenience, at non-student contact times.
1832
- 1833 M. A teacher who obtains the ESOL endorsement or certification on the teacher's teaching certificate
1834 will receive a one-time payment per the appendix.
1835
- 1836 N. Teachers who have or obtain a reading endorsement or certification on the teaching certificate
1837 will receive a one-time payment per the appendix.
1838
- 1839 O. Teachers may volunteer to supervise activities with administrative responsibilities for per the
1840 Appendix. Teachers shall clearly accept the additional responsibilities for maintaining the
1841 facility. Management shall clearly invest in the individual the ability to make immediate
1842 decisions as to the facility and the activity for which they are in charge.
1843
- 1844 P. When a teacher agrees to act as a substitute teacher during the teacher's preparation period, the
1845 teacher will be paid per the Appendix.
1846
- 1847 Q. The hourly training rate for workshops, training, and in-services outside of a teacher's contract
1848 hours shall be paid per the Appendix.
1849
- 1850 R. Teachers Who Work Less Than Full Time.
1851
- 1852 1. Teachers who work less than full-time shall be paid based on their regular schedule hourly
1853 rate.
 - 1854 2. Teachers who work in this capacity (less than 4 periods per day) for more than 98 days
1855 shall receive credit for 1 year experience on the salary schedule.
 - 1856 3. Teachers at the secondary level shall be paid 20% of the day (1.5 hours per class).
 - 1857 4. Secondary teachers may opt to teach 3 periods for 50% of their salary. (The 4.5-hour
1858 requirement and planning are waived).
 - 1859 5. Teachers who teach 50% or more shall have full benefits.
 - 1860 6. Teachers who voluntarily elect to be placed in part-time positions will teach three (3)
1861 classes in secondary schools or three (3) hours in elementary schools without planning or
1862 duty time. The two teachers and the principal must agree to the arrangement. These
1863 teachers will receive 50% of their salary and the District will pay all benefits.
1864
- 1865 S. The district will pay teachers to teach virtual courses (Okaloosa On-Line). Compensation shall
1866 be paid per the Appendix for every student who satisfactorily completes what has traditionally
1867 been considered a semester course. Compensation shall be paid per the Appendix for every
1868 student who satisfactorily completes a course for a full one-year credit. Teachers shall receive no
1869 compensation for students who do not complete the course with at least a D average.
1870
- 1871 T. Teachers of homebound students shall be compensated for twenty (20) minutes of planning for
1872 every three (3) hours of homebound instruction.
1873
- 1874 U. When required to travel during their regular workday to a different worksite(s), teachers shall
1875 receive travel reimbursement between those sites.
1876
- 1877 V. If a teacher and the principal agree it is educationally necessary for the counselor to be present at
1878 a meeting between parents and retained students, counselors may be asked to attend for part of
1879 the meeting. Counselors should only be present when the discussion is about testing or issues the
1880 counselor is directly involved in. Counselors will be compensated per the Appendix. The decision

1881 about whether or not a counselor will attend the meeting must be decided on an individual basis.
1882 The principal and teacher should sign a document which indicates they have agreed that having
1883 the counselor for part of the meeting was educationally necessary.
1884

1885 W. The regular rate of pay for supervising detention outside the regular workday shall be paid per the
1886 Appendix. Any employee who supervises a Saturday detention shall be paid for a minimum of
1887 five (5) hours.
1888

1889 X. Retention plans that involve before and after school tutoring will use the following criteria:
1890

- 1891 1. Certification in the area to be taught shall be the first criteria. No position shall be offered
1892 to a person who is not certified in the area to be taught if there is a volunteer in the
1893 bargaining unit who is certified in that area.
1894
- 1895 2. Priority will be given to district employees who are members of the instructional
1896 bargaining unit.
1897
- 1898 3. If more than one bargaining unit member applies, the position should be offered based on
1899 criteria found in *Article X, Section B, #5* of the Master Contract.
1900
- 1901 4. All certified personnel who tutor in a district or school program shall be compensated at
1902 the hourly rate found in Appendix of the Master Contract.
1903
- 1904 5. If a teacher feels security problems exist during the teaching period of the remediation
1905 program at the school, the teacher should report it to the principal. If this does not resolve
1906 the problem, the teacher should forward concerns to the Superintendent.
1907
- 1908 6. Tutoring classes should, under best practices, be limited to from 3 to 5 students at one
1909 time. Efforts should be made not to exceed 5 students in a tutoring situation.
1910
- 1911 7. Teachers should send written documentation of poor behavior to the principal. A student
1912 should be moved to another tutor or denied the right to continue in the program.
1913
- 1914 8. If a teacher wishes to resign from their tutoring assignment, they may do so with two (2)
1915 weeks notice to the principal. The teacher shall suffer no penalty or recrimination as long
1916 as adequate notice is given. The principal shall make efforts to fill the position before the
1917 full two (2) weeks is up.
1918

1919 Y. Should an institution of higher learning agree to pay a stipend to an Okaloosa County Teacher for
1920 additional work in serving as a supervisory teacher for student teaching, it is permissible for the
1921 money to be paid to the teacher. Money provided by the institution should flow through the
1922 District to the teacher in compliance with District standard pay procedures. It is understood that
1923 the teacher will receive the net proceedings after required deductions (Social Security, Medicare,
1924 and Medicaid, etc.) Such money shall be considered a one-time bonus and not subject to or
1925 creditable for retirement.
1926

1927 Z. Teachers of special programs which are not funded through annual entitlements that happen
1928 outside the contract day will be bargained by the chief negotiators in an MOU.
1929

1930 AA. Instructional Personnel not defined as a classroom teacher who are required to hold credentials
1931 outside of standard DOE Certification will be eligible for reimbursement of licensure costs not to
1932 exceed \$355 annually.
1933

1934
1935 **ARTICLE XX - GENERAL**
1936

1937 A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction
1938 or as a result of state or federal legislation, said provision shall be automatically modified by
1939 mutual agreement of the parties to the extent that it no longer violates the law, but the remaining
1940 provisions shall remain in full force and effect for the duration of this Agreement, if not affected
1941 by the deleted provision.
1942

1943 B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
1944 contrary to or inconsistent with the terms of this Agreement.
1945

1946 C. Any individual contract between the Board and an individual teacher shall be made expressly
1947 subject to the Collective Bargaining Law 447.309(5).
1948

1949 D. All policies adopted by the Board shall be available in each school.
1950

1951 E. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or
1952 modifying any of its proposals or counter proposals during negotiations leading to this
1953 Agreement.
1954

1955 F. No teacher shall suffer any professional disadvantage as a result of: (1) being a member of the
1956 bargaining unit, (2) being a member or non-member of the Association, and (3) participating or
1957 not participating in the Association's lawful activities.
1958

1959 G. Upon the third documented concern of an employee's inability to perform job duties, or if an
1960 emergency health event necessitates, the Board may require employees to undergo physical or
1961 psychiatric examination. The employee will submit a Fit for Duty exam at the requirement of the
1962 Human Resources Department Administrator and will be provided TDE to complete the process at
1963 the Board's expense. Employees will select from a list of doctors provided by Risk Management.
1964 Employees have the right to obtain a second opinion, at their own expense, by an appropriate licensed
1965 physician of their choosing.
1966

1967
1968 **ARTICLE XXI - WAIVER PROCEDURE**
1969

1970 The following shall constitute the sole process for the waiver of any portion of the Master Contract
1971 between Okaloosa County Education Association and the Okaloosa County School Board.
1972

1973 1. Any waiver must be in writing, posted for three (3) working days, and must specify the
1974 contractual provision(s) to be waived, the nature and duration of the waiver and the employees
1975 affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's).
1976 Waivers to the contract that will take effect at the beginning of the next school year must be
1977 approved by 80% of the school's instructional personnel no later than April 30th.
1978

1979 2. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed

- 1980 waiver. A building representative shall call and conduct this meeting.
- 1981
- 1982 3. There shall be a 36-hour minimum between the full disclosure meeting (#2 above) and any
- 1983 waiver vote. The voting period for a contract waiver will not exceed one (1) school day. The
- 1984 voting date, time and place will be announced and posted seventy-two (72) hours in advance of
- 1985 the vote. If a teacher knows in advance that they will be absent the day of the contract vote, they
- 1986 may arrange with the principal and the OCEA building representative to jointly provide the
- 1987 casting of an absentee ballot in advance. Proxy voting and voting by phone will not be allowed.
- 1988
- 1989 4. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said
- 1990 waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval
- 1991 of the total bargaining unit membership in order to move forward. A valid vote shall not be
- 1992 rescinded.
- 1993
- 1994 5. OCEA shall designate individual(s) to monitor and assist in conducting 1-4 above. The OCEA
- 1995 designee shall be present at the secret ballot vote.
- 1996
- 1997 6. The waiver shall then be presented to the OCEA Executive Board for approval prior to being
- 1998 presented to the Okaloosa County School Board for final approval. A representative shall be
- 1999 available to address questions and concerns prior to the final approval vote.
- 2000
- 2001 7. Waivers shall not extend beyond the school year in which they originally take effect.
- 2002
- 2003 8. Waivers may be extended one (1) year at a time (maximum) if there are no changes in the waiver.
- 2004 Extensions shall require the 80% secret ballot, approval of Okaloosa County School Board and
- 2005 OCEA Executive Board only.
- 2006
- 2007 9. If an individual disagrees with an approved waiver and can find a certified bargaining unit
- 2008 member willing to exchange positions, such exchanging of positions shall be considered and
- 2009 efforts made to facilitate said transfer.
- 2010
- 2011 10. The waiver procedure shall be initiated prior to applying for any grant or program requiring a
- 2012 waiver of the Contract.
- 2013
- 2014 11. The waiver form in the appendix shall be the form used.
- 2015
- 2016 12. If a school is awarded A+ funds from the State of Florida, a contract waiver by OCEA and the
- 2017 Board will not be required for the instructional staff to receive the A+ bonus.
- 2018
- 2019

ARTICLE XXII - VIDEO CAMERAS

- 2020
- 2021
- 2022 A. Employees shall be notified in advance when non-audio cameras/videos are installed in a
- 2023 workplace. A sign indicating this facility has video cameras for security reasons shall be placed
- 2024 at the main entrance to the facility.
- 2025
- 2026 B. These cameras are installed for security reasons only.
- 2027
- 2028 C. Tapes from video security cameras will not be used to evaluate or discipline employees; however,
- 2029 the District will pursue any unlawful acts which are shown on tapes.
- 2030

2031


2032

ARTICLE XXII – TERMS OF AGREEMENT

This agreement shall be effective as of July 1, 2024, and shall continue in effect through June 30, 2027. This agreement shall not be extended orally. If a successor agreement has not been reached on the expiration date of this agreement, then the provisions of this contract shall continue until a successor has been ratified by both parties or imposed by the legislative body.

OKALOOSA COUNTY EDUCATION
ASSOCIATION

SCHOOL BOARD OF OKALOOSA
COUNTY




President



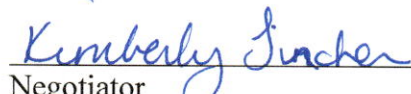
Chairman of the Board



Chief Negotiator




Superintendent



Negotiator



Chief Negotiator




Negotiator




Negotiator



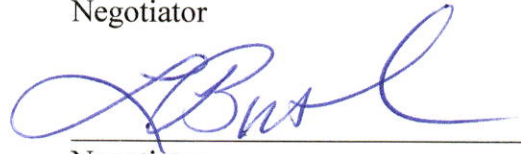
Negotiator



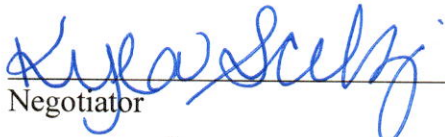
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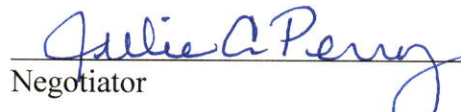
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Negotiator



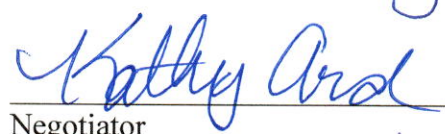
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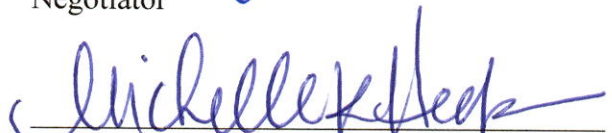


Negotiator



Negotiator

Negotiator



Negotiator

Negotiator



Negotiator

SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OCEA

2078
2079

2080
2081

2082 Name: _____

2083 Worksite: _____ Assignment: _____

2084 Home Address: _____ Home Phone: _____

2085 _____

2086 A. Date Cause of Grievance Occurred: _____

2087 B. Relates to what section of Contract:: _____

2088 C. Statement of Grievance: _____

2089 _____

2090 _____

2091 D. Relief Sought: _____

2092 _____

2093 _____

2094 _____

2095 Signature _____ Date _____

2096 Sequence

2097 _____

2098 _____

2099 **Step I:** Date Submitted: _____ Date of Disposition: _____

2100 Summary of Disposition: _____

2101 _____

2102 _____

2103 Signature _____ Date _____

2104 _____

2105 **Step II:** Date Submitted: _____ Date of Disposition: _____

2106 Summary of Disposition (see attached): _____

2107 _____

2108 _____

2109 Signature _____ Date _____

2110 CC: Copy to Immediate Supervisor
2111 Copy to Grievant
2112 Copy to OCEA (Grievant's Responsibility)
2113

Grievance No. _____

Okaloosa County School District
Human Resource Department
Application for Leave Without Pay (LWOP)

Employee Name: _____ EID# _____
Last First

Job Title: _____ Department/School: _____

Directions for Submission

1. One form per situation
2. Documentation for Board approval must be submitted with **ALL** Leave Without Pay requests.
 - a. Examples: Doctors note, accident report, towing bill, court papers
 - b. Professional and Sabbatical leave requests require documentation specifying reason, institution, degree seeking, etc.
 - c. Military Leave requests must be submitted with a copy of orders.
3. If you are seeking leave for the entire school year it is **your responsibility** to provide written notice to your principal/ department head prior to **March 1st**, whether or not you will be returning for the following school year. You could be placed at a different school/department upon returning from leave.
4. A separate request must be submitted when the time period includes portions of two work/school years.

Type of Leave Requested

- Illness: Documentation Included Documentation NOT Included Suspension Without Pay
- Personal Leave Without Pay Specify Reason: _____
- Parental/Maternity Leave Without Pay Line-of-duty Injury/Illness: Workers Compensation-Insurance ONLY
- Sabbatical Leave Without Pay Professional Leave Without Pay Political Campaign
- Military Leave: With Pay (17 days max. per calendar year) Training (excess of 17 days-without pay) Active Duty (without pay)

Duration of Leave Requested

From: _____ To: _____ Or Individual Dates: _____
MM/DD/YY MM/DD/YY MUST BE SAME SITUATION

Total Time Requested: Days: _____ Hours: _____

Signatures

Employee: I attest that the information completed above is accurate and true. **I understand that without proper documentation this will be disapproved.**

Employee Signature Date

Principal/Dept. Head: APPROVED (**Must have proper documentation**) DISAPPROVED I understand this employee could return to this school /department upon completion of leave, if approved.

Principal/Department Head Signature Date

For Human Resource ONLY

Approved Disapproved Board Date: _____

Signature of Assistant of Superintendent of Human Resources Authorized School Board Signature

Okaloosa County Education Association

348 Valparaiso Blvd ♦ Valparaiso, FL 32580 ♦ 850/678-5940

Disruptive Student Removal

This packet of information contains the following:

- Overview of Disruptive Student Removal
- Procedures for Disruptive Student Removal – Continual Ongoing Disruption
- Procedures for Disruptive Student Removal – One Time Incident
- Procedures for Disruptive Student Removal – ESE Students
- MIS Form #4272 – Request for Removal of Student
- Memorandum of Agreement – School District of Okaloosa County Request for Removal of Student
- Copy of the law (1003.32 Florida Statutes)

OCEA – FEA – NEA – AFT

Appendix C (continued)

**Procedures for Removal of a Disruptive Student From the Classroom
Continual Ongoing Disruption**

- a. Begin documentation in a file referencing the specific disruptive acts of the student in question. Include in this the date, time, location, specific incident, how the learning process was interrupted, the problems encountered because of the student's misbehavior or how the disruption affected the other student's ability to learn.
- b. Denote all disciplinary measures taken by you, both informal and formal, to correct the student's misbehavior for each disruption and/or incident.

Examples of informal discipline:

Teacher-student conference
Move the child's seat in the classroom
Teacher-parent conference
Teacher-parent-student conference
Note or phone call to the parent
Administrator-student conference
Teacher-administrator-student conference
Teacher-administrator-parent-student conference

Examples of formal discipline:

Time-out
After school detention
Written office referral/reprimand
Assignment of written work
(i.e., report, code of conduct)

- c. Not all of the above examples of disciplinary measures need to have been taken in order to request permanent removal of the offending student from the classroom. However, parent contact is one of the most essential pieces of documentation. Additionally, there should be several formal means of discipline recorded including documentation of office referral to the principal.
- d. Once you believe you have sufficient documentation fill out MIS Form No. 4272. Attach a **copy** of all of your documentation – not the originals. You should always maintain control of your original records.
- e. Make another copy of all records. Keep the original documents and the extra copy in a safe place.
- f. Turn in the MIS Form No. 4272 and all attached records to the school principal. If all documentation is in order the principal is required to:
- Give notification to the student's parent/legal guardian
 - Notify the Placement Review Committee members and alternates and schedule the committee meeting
 - Notify you of the schedule for the Committee meeting
 - Make the Request for Removal of Student documents available for the parent/legal guardian and Committee members to review
 - The principal may not return the student to your classroom until the Placement Review Committee reviews the request and renders a decision

Appendix C (continued)

Procedures for Removal of a Disruptive Student From the Classroom One Time Incident

A student may be removed from a teacher's classroom if a single act of behavior is so severe, egregious, or abusive that it seriously interferes with the teacher's ability to communicate or with the ability of the student's classmates to learn.

- a. Write up a discipline referral form and send the student to discipline. Maintain a copy of this referral.
- b. Fill out MIS Form No. 4272.
- c. Write a thorough statement fully explaining the episode that occurred. Make sure to include all the supporting details of the incident, any existing evidence and the names of any individuals who are witnesses.
- d. Attach a **copy** of all your documentation to MIS Form No. 4272. You should always maintain control of your original records.
- e. Make another copy of all records. Keep the original documents and the extra copy in a safe place.
- f. Turn in the MIS Form No. 4272 and all attached records to the school principal. If all documentation is in order the principal is required to:
 - Give notification to the student's parent/legal guardian
 - Notify the Placement Review Committee members and alternates and schedule the committee meeting
 - Notify you of the schedule for the Committee meeting
 - Make the Request for Removal of Student documents available for the parent/legal guardian and Committee members to review
 - The principal may not return the student to your classroom until the Placement Review Committee reviews the request and renders a decision
- g. This entire process, including the Committee's decision, must be completed within five (5) school days.
- h. If the principal does not believe the incident is severe enough to meet the threshold criteria* for involving the law, he or she is required to convene the Placement Review Committee that same school day for a preliminary review of the documentation. The Committee, not the principal, will decide if the incident is severe enough to proceed.

***the incident in question was disturbing enough to seriously interfere with your ability to communicate or with the ability of your students to learn**

Appendix C (continued)

**Procedures for Removal of a Disruptive Student from the Classroom
ESE Students**

- a. You would follow the exact procedures as explained for continual ongoing disruption or for a one-time incident.
- b. If an active I.E.P. is in place for the student, the principal is required to notify the District's Exceptional Student Education Director or his/her designee. This individual would determine whether a potential finding by the Placement Review Committee to reassign the student to a different classroom would qualify as a "Change in Placement" that would require a formal I.E.P. process.
- c. The ESE Department is required within a twenty-four hour period following the request of the principal to provide written determination as to whether the Placement Review Committee can exercise full jurisdiction over the decision to remove the student or should make a preliminary determination for removal and refer any final action to the ESE Department.
- d. Until such a decision is rendered, the student may not be placed back in your classroom.

**SCHOOL DISTRICT OF OKALOOSA COUNTY
DISRUPTIVE CHILD
REQUEST FOR REMOVAL OF STUDENT
(Pursuant to 1003.32 F.S.)**

Date of Request: _____ School: _____

Student Name: _____ Grade: _____

Requesting Teacher: _____

Class Period/Subject: _____

Does this student have an active I.E.P.? _____ Yes _____ No

Has this student been referred to school administration for disciplinary reasons by you this school year?

_____ Yes _____ No If Yes, Number of Referrals: _____

Have you contacted the parent regarding this student's conduct this school year?

_____ Yes _____ No If Yes, Number of Contacts: _____

I am requesting removal of this student from my classroom under the following Threshold Provision of Chapter 1003.32 F.S. (check one)

_____ (A) The subject student has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. ATTACH DOCUMENTATION OF REPEATED CONDUCT AS REQUIRED BY LAW.

_____ (B) The subject student's behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. ATTACH NARRATIVE OF CONDUCT AND ANY SUPPORTING DOCUMENTATION.

Teacher's Signature



FOR COMMITTEE USE ONLY

___ 1. This request does not meet the statutory threshold for removal of a student under 1003.32 F.S., and the student may be returned to the requesting teacher's classroom.

___ 2. This request meets the statutory threshold for removal of a student under 1003.32 F.S., and the decision of the Placement Review Committee is that the student:

___ (A) is to be removed from the requesting teacher's classroom; OR

___ (B) is to be returned to the requesting teacher's classroom because such placement is the best or only available alternative; OR

___ (C) is to be referred to the District's ESE Department.

Date: _____ Chairperson's Signature: _____

**Memorandum of Agreement
Okaloosa County Education Association
And
Okaloosa County School Board**

The following shall constitute the agreement between OCEA and the School Board as to administrative procedures when a teacher requests removal of a student under F.S. 232.271. References to this procedure should site "Request for Removal of Student Procedural Guidelines."

Michael E. Fpuszky 11/4/98 Rebecca Spivey 11.4.98
OCEA Date School Board Date

STATE OF FLORIDA
COUNTY OF OKALOOSA

Acknowledged before me this 4th day of November, 1998, and is personally known to me.

Marilyn C. Bryan
Marilyn C. Bryan
Notary Public

My commission expires:



Marilyn C. Bryan
MY COMMISSION # CC699375 EXPIRES
March 29, 2002
BONDED THRU TROY FAIN INSURANCE, INC

Appendix C (continued)

SCHOOL DISTRICT OF OKALOOSA COUNTY
REQUEST FOR REMOVAL OF STUDENT

(Pursuant to 1003.31 F.S.)

In accordance with the provisions of 1003.32 F.S. and Article VIII(E) of the Master Contract between the Okaloosa County School Board and the Okaloosa County Education Association, teachers are provided a process whereby they may request the permanent removal of a student from their classroom based upon certain statutory threshold criteria that must be properly documented and set forth in the teacher's request to have the student removed for disruptive conduct. In accordance with the provisions of the Instructional Master Contract, this procedure is not to be used by teachers for regular discipline referrals for minor offenses. In order to provide direction to both teachers and administrators in carrying out the provisions of this law and to establish procedures for the proper handling of a request for removal of a student, the following guidelines are hereby implemented by joint agreement of the Superintendent of Schools and the Okaloosa County Education Association.

In order to initiate a process for the removal of a student from a classroom the following steps should be followed:

- a. The teacher must first fully complete MIS Form #4272 and deliver the form together with all required exhibits and documentation to the school Principal or his/her designee. (Failure to attach documentation for a threshold request under 1003.32 F.S. or failure to recite alleged conduct as a basis for removal under 1033.32 F.S. will cause the request to be inadequate to meet the statutory threshold criteria and the school Principal may return the student to the requesting teacher's classroom without further process under the statute or the Master Contract). If the teacher's documentation is complete then the Principal shall not return the student to the requesting teacher's classroom until the Placement Review Committee acts under sections 2 or 4 hereunder.
- b. Upon receipt of the completed Request For Removal of Student (MIS Form #4272), if the school Principal reasonably believes that an issue exists as to whether or not the Request For Removal of Student meets the statutory threshold criteria, then the Principal shall convene the school's Placement Review Committee that same school day for a preliminary review of the request including all attached documentation. During this preliminary review process, the Committee is not required to conduct a hearing or to receive any further information beyond the documentation initially submitted to the Principal by the requesting teacher. If the Committee finds that the statutory threshold criteria has not been met under the request as submitted, then the requesting teacher shall be so advised and the student shall be returned to that teacher's classroom immediately after the Committee's findings.
- c. In the event that the Request For Removal of Student and attached documentation appears to meet the statutory threshold criteria when submitted, then the Principal shall:
- d. Notify the parent/legal guardian of the student that the Request For Removal of Student has been filed and discuss the process that will be followed. In the course of

Appendix C (continued)

the initial discussion with the parent/legal guardian, the Principal may offer the opportunity for a voluntary transfer of the student from the requesting teacher's classroom to another classroom if the parent/legal guardian consents. In that event no further Committee process will be necessary. In the event the parent/legal guardian wants to proceed with the Committee process, then the Principal shall immediately provide a full copy of the Request For Removal of Student package to the parent/legal guardian together with information regarding the date, time and place of the Placement Review Committee meeting to consider the request. (In accordance with Florida law the entire process, including the Committee's decision, must be completed within five (5) school days of the removal of the student from the classroom).

- e. Notify the Placement Review Committee members and alternates of the filing of the Request For Removal of Student and the schedule for the Committee meeting to consider the request.
- f. Notify the requesting teacher of the schedule for the Committee meeting and request the teacher's attendance and participation in the proceeding.
- g. Make the Request For Removal of Student package, including all attachments and other documentation as submitted by the requesting teacher, readily available for review by the individual Placement Review Committee members and alternates, at their request, in a confidential setting. (NOTE: These documents are student records and all requirements for confidentiality of these records must be carefully protected.)
- h. The Placement Review Committee proceeding shall be conducted as follows:
 1. A committee chairperson shall be designated by the Committee to preside.
 2. The Committee shall, at a minimum, receive the following information and presentations in the course of their consideration of the Request For Removal of Student:
 - i. The requesting teacher may present his/her request for all supporting documentation and other information to the Committee.
 - ii. The student and his/her parent/legal guardian shall be allowed to respond to the teacher's allegations and present additional documentation or information in support of their position.
 - iii. The Principal or his/her designee shall be entitled to present any relevant information to the Committee regarding the request and shall be available as a resource to the Committee during this process.
 - iv. After receiving all available information, the Committee shall close the proceeding with the parties and, within a time frame not exceeding five (5) school days from the initial removal of the student from class, shall render a decision as to whether or not the student should be returned to the classroom or be reassigned to another classroom. The actual reassignment of the student shall be carried out by the school Principal who shall determine, in accordance with the established practice at that particular school, the new teacher and classroom to which the student shall be reassigned.
 - v. At the conclusion of the Placement Review Committee's deliberations,

Appendix C (continued)

the Request For Removal of Student and all documentation attached to the request shall be returned to the School Principal for proper filing in accordance with confidentiality requirements applicable to student records

- i. If either the teacher or the student brings additional witnesses to the Committee Meeting, all such individuals should be requested by the Committee Chairperson to remain outside of the committee meeting room until they are called by the teacher or student to present their specific information for the Committee's consideration.
- j. Both the teacher and the student may bring legal counsel or another representative with them to the Committee Meeting.
- k. In the event that the Request For Removal of Student indicates that there is an active I.E.P. in place for the subject student, then the school Principal shall immediately notify the District's Exceptional Student Education Director or his/her designee for a determination as to whether a potential finding by the Committee that the student should be reassigned to a different classroom would qualify as a "Change in Placement" that would require a formal I.E.P. process. The ESE Department shall, within twenty-four hours of the request by the school Principal, provide to the Principal a written determination as to whether or not the school's Placement Review Committee should exercise full jurisdiction over a decision on the pending Request For Removal of Student or should simply make a preliminary determination as to whether or not the student's conduct would qualify for removal from the current classroom and then refer any final action on such removal to the ESE Department.

1003.32 Authority of teacher; responsibility for control of students; district school board and principal duties.--Subject to law and to the rules of the district school board, each teacher or other member of the staff of any school shall have such authority for the control and discipline of students as may be assigned to him or her by the principal or the principal's designated representative and shall keep good order in the classroom and in other places in which he or she is assigned to be in charge of students.

(1) In accordance with this section and within the framework of the district school board's code of student conduct, teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes and school and their opportunity to learn in an orderly and disciplined classroom:

- (a) Establish classroom rules of conduct.
- (b) Establish and implement consequences, designed to change behavior, for infractions of classroom rules.
- (c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.
- (d) Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.
- (e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.
- (f) Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules.
- (g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.
- (h) Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.
- (i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.

(j) Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.

(k) Use corporal punishment according to school board policy and at least the following procedures, if a teacher feels that corporal punishment is necessary:

1. The use of corporal punishment shall be approved in principle by the principal before it is used, but approval is not necessary for each specific instance in which it is used. The principal shall prepare guidelines for administering such punishment which identify the types of punishable offenses, the conditions under which the punishment shall be administered, and the specific personnel on the school staff authorized to administer the punishment.

2. A teacher or principal may administer corporal punishment only in the presence of another adult who is informed beforehand, and in the student's presence, of the reason for the punishment.

3. A teacher or principal who has administered punishment shall, upon request, provide the student's parent with a written explanation of the reason for the punishment and the name of the other adult who was present.

(2) Teachers and other instructional personnel shall:

- (a) Set and enforce reasonable classroom rules that treat all students equitably.

- (b) Seek professional learning to improve classroom management skills when data show that they are not effective in handling minor classroom disruptions.

- (c) Maintain an orderly and disciplined classroom with a positive and effective learning environment that maximizes learning and minimizes disruption.

- (d) Work with parents and other school personnel to solve discipline problems in their classrooms.

- (3) A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under s. [1006.07](#). The principal shall respond by employing the teacher's recommended consequence or a more

Appendix C (continued)

serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

(4) A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

(5) If a teacher removes a student from class under subsection (4), the principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention and academic intervention program as provided by s. [1003.53](#); or the principal may recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The principal may not return the student to that teacher's class without the teacher's consent unless the committee established under subsection (6) determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student from the classroom.

(6)(a) Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. A school principal must notify each teacher in that school about the availability, the procedures, and the criteria for the placement review committee as outlined in this section.

(b) The principal must report on a quarterly basis to the district school superintendent and district school board each incidence of a teacher's withholding consent for a removed student to return to the teacher's class and the disposition of the incident, and the superintendent must annually report these data to the department.

(c) The Commissioner of Education shall annually review each school district's compliance with this section, and success in achieving

orderly classrooms, and shall use all appropriate enforcement actions up to and including the withholding of disbursements from the Educational Enhancement Trust Fund until full compliance is verified.

(d) Placement review committee membership must include at least the following:

1. Two teachers, one selected by the school's faculty and one selected by the teacher who has removed the student.
2. One member from the school's staff who is selected by the principal.

The teacher who withheld consent to readmitting the student may not serve on the committee. The teacher and the placement review committee must render decisions within 5 days after the removal of the student from the classroom. If the placement review committee's decision is contrary to the decision of the teacher to withhold consent to the return of the removed student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.

(7) Any teacher who removes 25 percent of his or her total class enrollment shall be required to complete professional learning to improve classroom management skills.

(8) Each teacher or other member of the staff of any school who knows or has reason to suspect that any person has committed, or has made a credible threat to commit, a crime of violence on school property shall report such knowledge or suspicion in accordance with the provisions of s. [1006.13](#). Each district school superintendent and each school principal shall fully support good faith reporting in accordance with the provisions of this subsection and s. [1006.13](#). Any person who makes a report required by this subsection in good faith shall be immune from civil or criminal liability for making the report.

(9) When knowledgeable of the likely risk of physical violence in the schools, the district school board shall take reasonable steps to ensure that teachers, other school staff, and students are not at undue risk of violence or harm.

History.--s. 127, ch. 2002-387; s. 36, ch. 2003-391.

Classroom Visit Request Form

- A. Name _____ Date _____
- B. Phone No (day) _____ (evening) _____
- C. Student Name _____
- D. Date & time of requested classroom visit _____
- E. Purpose of Classroom Visit Request (check all that apply)
 - A) Observation of student behavior _____
 - B) Observation of student work habits _____
 - C) Observation of student social skills _____
 - D) Other (explain) _____



Teacher _____

Please reschedule to _____ (date) because _____

(Teacher is responsible for contacting the visitor if the date has been rescheduled.)

Appendix E

SCHOOL DISTRICT OF OKALOOSA COUNTY
 INSTRUCTIONAL PERFORMANCE PAY PLACEMENT CHART
 FISCAL YEAR 2024-2025
 EFFECTIVE JULY 1, 2024



THIS CHART IS USED FOR INITIAL PLACEMENT ONLY.

YEARS OF EXPER.	BACHELOR'S	MASTER'S	SPECIALIST	PHD
0 - 13	49,017	N/A	N/A	N/A
14	49,979	N/A	N/A	N/A
15	51,225	N/A	N/A	N/A
16	52,502	N/A	N/A	N/A
17	53,807	N/A	N/A	N/A
18	55,148	N/A	N/A	N/A
19	56,521	N/A	N/A	N/A
20	57,930	N/A	N/A	N/A
21	59,370	N/A	N/A	N/A
22	60,850	N/A	N/A	N/A
23	62,365	N/A	N/A	N/A
24	63,916	N/A	N/A	N/A
25	65,510	N/A	N/A	N/A
26	67,139	N/A	N/A	N/A
27	68,812	N/A	N/A	N/A
28	70,526	N/A	N/A	N/A
29	72,282	N/A	N/A	N/A
30	74,081	N/A	N/A	N/A

Appendix E, Continued

SCHOOL DISTRICT OF OKALOOSA COUNTY
 GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE
 FISCAL YEAR 2024-2025
 EFFECTIVE JULY 1, 2024

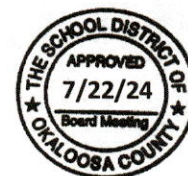


GRANDFATHERED EMPLOYEES RECEIVE PERCENTAGE IN LIEU OF STEP.

Step	BACHELOR'S	MASTER'S	SPECIALIST	PHD
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A
3	N/A	N/A	N/A	N/A
4	N/A	N/A	N/A	N/A
5	N/A	N/A	N/A	N/A
6	N/A	N/A	N/A	N/A
7	N/A	N/A	N/A	N/A
8	N/A	N/A	N/A	N/A
9	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A
12	49,017	51,679	54,095	55,858
13	49,567	52,294	54,769	57,248
14	50,800	53,597	56,134	58,673
15	52,066	54,932	57,531	60,135
16	53,365	56,299	58,963	61,633
17	54,690	57,700	60,430	63,169
18	56,053	59,135	61,935	64,739
19	57,449	60,610	63,478	66,351
20	58,881	62,120	65,060	68,004
21	60,345	63,665	66,679	69,699
22	61,849	65,251	68,340	71,435
23	63,389	66,876	70,040	73,214
24	64,965	68,540	71,787	75,034
25	66,586	70,247	73,574	76,904
26	68,241	71,997	75,405	78,819
27	69,942	73,788	77,283	80,780
28	71,684	75,626	79,208	82,794
29	73,469	77,509	81,179	84,854
30	75,298	79,439	83,203	86,965

Appendix E, Continued

**SCHOOL DISTRICT OF OKALOOSA COUNTY
INSTRUCTIONAL SALARY SCHEDULE DETAILS
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



INITIAL PLACEMENT - ALL POSITIONS

1. All Florida Public School experience may be counted.
2. Teachers hired prior to July 1, 2001, may bring in up to nine (9) years of out-of-state public and/or private experience combined. Private school experience must be earned in an accredited school.
3. For all teachers hired July 1, 2001, or after, all experience earned in schools requiring a state or Department of Defense certification will be counted.
4. Employees shall not be given credit for years for which they are currently drawing retirement dollars.
5. All Florida and out-of-state experience when combined shall not exceed step 30 on initial placement chart.
6. The one (1) year's credit will be awarded when the number of days under contract exceeds one day over half the number of days in the contract year.

INSTRUCTIONAL EMPLOYEES HIRED PRIOR TO JULY 1, 2011

Employees shall be paid based on the column of the salary schedule that corresponds with the level of their teaching degrees.

Beginning July 1, 2023, employees who choose to remain on the grandfathered salary schedule will be assigned their current salary (including previously earned longevity stipend amounts) as their permanent base salary. From that point forward, salary annual increases will be negotiated as percentage increases in lieu of steps and no additional longevity will be paid. An employee must receive a performance rating of Highly Effective or Effective in the previous fiscal year in order to qualify for the annual increase.

Employees who choose to participate in Pay for Performance and are rated as Highly Effective or Effective will receive percentage increases based on annual negotiations.

INSTRUCTIONAL EMPLOYEES HIRED JULY 1, 2011, THROUGH JUNE 30, 2014

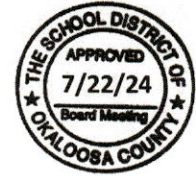
Employees shall be paid based on the Bachelor's column of the salary schedule. An employee holding an advanced degree shall receive a supplement provided the advanced degree is in the individual's area of certification. Qualifying individuals shall receive supplements in the following amounts:

Master's Degree	\$	2,430.00
Specialist's Degree	\$	4,861.00
Doctorate's Degree	\$	7,292.00

Beginning July 1, 2023, employees who choose to remain on the grandfathered salary schedule will be assigned their current salary (including previously earned longevity stipend amounts) as their permanent base salary. From that point forward, salary annual increases will be negotiated as percentage increases in lieu of steps and no additional longevity will be paid. An employee must receive a performance rating of Highly Effective or Effective in the previous fiscal year in order to qualify for the annual increase.

Employees who choose to participate in Pay for Performance and are rated as Highly Effective or Effective will receive percentage increases based on annual negotiations.

Appendix E, Continued
SCHOOL DISTRICT OF OKALOOSA COUNTY
INSTRUCTIONAL SALARY SCHEDULE DETAILS
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024



INSTRUCTIONAL EMPLOYEES HIRED JULY 1, 2014, OR LATER

Employees shall be initially paid based on the Instructional Performance Pay Placement Chart. An employee holding an advanced degree shall receive a supplement provided the advanced degree is in the individual's area of certification. Qualifying individuals shall receive supplements in the following amounts:

Master's Degree	\$	2,430.00
Specialist's Degree	\$	4,861.00
Doctorate's Degree	\$	7,292.00

These individuals must participate in Pay for Performance. Individuals rated as Highly Effective or Effective will receive percentage increases based on annual negotiations.

TWELVE MONTH PERSONNEL

Instructional salary schedule figures divided by ten (10) and multiplied by twelve (12), plus supplement if authorized for the position.

HIGH SCHOOL BAND DIRECTORS - HIRED PRIOR TO JULY 1, 2014

High school band directors who were hired prior to July 1, 2014, and were paid salaries based on Appendix H - Differentiated Pay Schedule (Supplements) shall receive the same improvements that are negotiated for the grandfathered salary schedule. Their salaries were determined by their respective school's student population level as reflected in the table below.

1200+ Students	\$	100,666
600 - 1199 Students	\$	94,093
100 - 599 Students	\$	77,656

HIGH SCHOOL BAND DIRECTORS - HIRED JULY 1, 2014, THROUGH JUNE 30, 2018

High school band directors who were hired between July 1, 2014, and July 17, 2018, were initially paid salaries based on their respective school's student population level as reflected in the table below. These individuals must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

1200+ Students	\$	100,666
600 - 1199 Students	\$	94,093
100 - 599 Students	\$	77,656

HIGH SCHOOL BAND DIRECTORS - HIRED JULY 1, 2018, OR LATER

High school band directors who are hired July 1, 2018, or later shall be placed on the appropriate step of the Instructional Performance Pay Placement Chart in accordance with their verified years of experience. These individuals are not eligible for step increases as they must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

Appendix E, Continued

**SCHOOL DISTRICT OF OKALOOSA COUNTY
INSTRUCTIONAL SALARY SCHEDULE DETAILS
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



In addition to the salary noted above, high school band directors will receive supplements based on their respective school's student population level as reflected in the table below. The initial supplement will be calculated by subtracting the salary noted in the paragraph above from the amount shown in the table below. The initial supplement amount remains constant and does not change based on any pay for performance salary increases which may be granted in any given year. Note: All years of experience claimed by a newly hired employee must be submitted and verified prior to the calculation of the initial annual supplement.

1200+ Students	\$	100,666
600 - 1199 Students	\$	94,093
100 - 599 Students	\$	77,656

HIGH SCHOOL HEAD FOOTBALL COACHES - HIRED JANUARY 1, 2020, OR LATER

High school head football coaches who are hired January 1, 2020, or later shall be placed on the appropriate step of the Instructional Performance Pay Placement Chart (12 months) in accordance with their verified years of experience. These individuals are not eligible for step increases as they must participate in Pay for Performance. Individuals rated as highly effective and effective will receive percentage increases based on annual negotiations.

In addition to the salary noted above, high school head football coaches whose initial placement is lower than \$76,688 will receive supplements. The initial supplement will be calculated by subtracting the salary noted in the paragraph above from \$76,688. The initial supplement amount remains constant and does not change based on any pay for performance salary increases which may be granted in any given year. Note: All years of experience claimed by a newly hired employee must be submitted and verified prior to the calculation of the initial annual supplement.

SUPPLEMENTAL HOURLY RATE

Rates, applicable for Summer School Teachers, regular teachers who teach a period beyond contractual obligation, or adult education teachers are as follows:

Bachelor's Degree	\$	33.89
Master's Degree	\$	38.60
Specialist's Degree	\$	41.96
Doctorate's Degree	\$	45.27

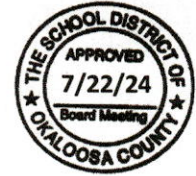
INITIAL PLACEMENT FOR SPECIFIC TYPES OF POSITIONS

New ROTC instructors shall be placed on the salary schedule as ten (10) month employees in the appropriate column at the least step to guarantee their Minimum Instructor Pay. After initial placement, ROTC instructors shall participate in Pay for Performance. Initial placement shall be in lieu of experience in teaching and no credit shall be granted for years teaching prior to initial placement.

Work experience is defined as having one day over half the number of work days in the year. All experience must be verified before receiving credit.

Appendix E, Continued

**SCHOOL DISTRICT OF OKALOOSA COUNTY
INSTRUCTIONAL SALARY SCHEDULE DETAILS
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



Vocational

1. Job alike work experience shall be granted not to exceed nine (9) years.
2. Teaching experience shall be granted according to Article XIX-B not to exceed nine (9) years.
3. The combination of job alike work experience and teaching experience shall not exceed nine (9) years.

School Counselors and School Psychologists

1. Job alike work experience in a non-school environment shall be granted not to exceed nine (9) years.
2. Job alike work experience in a school environment shall be granted according to Article XIX-B.
3. The combination of job alike experience in a school and non-school environment shall not exceed nine (9) years. If school related job alike experience is greater than nine (9) years, it will be granted according to item 2 above, and non-school experience will not be applied.
4. School Psychologists will receive an annual supplement as shown on Appendix F.

Occupational Therapists, Physical Therapists, Speech and Language Pathologists and Assistants, Social Workers, Mental Health Counselors, and Behavior Analysts

1. Job alike work experience shall be granted for all verified experience.
2. Speech, Occupational and Physical Therapists, Social Workers, and Mental Health Counselors will receive an annual supplement per Appendix F if they are licensed by the Department of Health.
3. Behavior Analysts who are BCBA or BCaBA Certified will receive an annual supplement as shown on Appendix F.

DIFFERENTIATED PAY

1. Differentiated pay related to C, D, and F schools will be as follows:

<u>Differentiated Pay</u>	<u>School Grade</u>	<u>Description</u>	<u>Annual Amount</u>
Highly Effective	C	First Full Year Only	\$2,641
Highly Effective	D	First Full Year Only	\$5,281
Highly Effective	F	First Full Year Only	\$5,281

An individual must be transferring from an "A" or "B" school to be eligible.

If an individual works at more than one school, the differential shall be pro-rated based upon the percentage of time assigned to the school.

2. Differentiated pay related to Okaloosa County School District's 'difficult to staff job titles' will be determined by mutual agreement between the District and the Association.
3. Differentiated pay for instructional personnel assigned to a Title I school will be determined by mutual agreement between the District and the Association.

**APPENDIX F
DIFFERENTIATED PAY SCHEDULE
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



MIDDLE SUPPLEMENT

- Notes: (1) ALL SUPPLEMENTS ARE AVAILABLE FOR BOYS AND GIRLS TEAMS**
- (2) COMPLIANCE WITH TITLE IX GUIDELINES WILL BE STRICTLY ENFORCED**
- (3) SUPPLEMENTS NOT COVERED IN THIS CONTRACT MUST MEET THE PROVISIONS OF THE WAIVER PROCEDURE AS OUTLINED IN ARTICLE XX**
- (4) JUSTIFICATION MUST BE PROVIDED IF AN INDIVIDUAL IS RECEIVING SUPPLEMENTS FOR CONCURRENT ACTIVITIES**

1 Band Director	6,850
2 Football/Tackle Head Coach	5,591
3 Basketball Head Coach	4,113
Cheerleader Sponsor	4,113
Choral Director	4,113
Dance Team Director	4,113
Football/Tackle Coach - Assistant	4,113
4 Athletic Director	3,699
5 Academic Team Coach	2,413
Annual Sponsor	2,413
Baseball Coach	2,413
Cross Country Coach	2,413
Flag Football	2,413
Golf Coach	2,413
Soccer Coach	2,413
Softball Coach	2,413
Speech Sponsor	2,413
STEMM Coach	2,413
Swim Coach	2,413
Tennis Coach	2,413
Track Coach	2,413
Volleyball Coach	2,413
6 Basketball Coach - Assistant	2,413
7 Team Leader	1,441
Volleyball Coach - Assistant	1,441
Softball Coach - Assistant	1,441
Baseball Coach - Assistant	1,441
Girls Soccer Coach - Assistant	1,441
Boys Soccer Coach - Assistant	1,441
8 School Based Staff Development Coordinator	1,441
9 National Board Certified Teacher	2,199

Middle Schools will be allocated Team leaders at the rate of one (1) team leader per one hundred and twenty-five (125) students. There will be a minimum of six (6) at each school.

**APPENDIX F
DIFFERENTIATED PAY SCHEDULE
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



ELEMENTARY SUPPLEMENT

Grade Level Chairperson

One Kindergarten	1,441
One First Grade	1,441
One Second Grade	1,441
One Third Grade	1,441
One Fourth Grade	1,441
One Fifth Grade	1,441
One Special Area	1,441
Academic Team Coach	2,413
STEMM Coach	2,413
School Based Staff Development Coordinator	1,441
National Board Certified Teacher	2,199

Effective for the 1994-1995 school year, experience credit will not be added to any supplemental positions. Individuals in supplemental positions, for which experience credit has been granted, shall be grandfathered at the prior year's experience level.

Note:

Supplements for District School Psychologist, District Speech Therapist, District Occupational Therapist, District Physical Therapist, EH/EBD Teachers, and Mental Health Counselors are listed on the High School Supplements page under Items #7 and #16.

**APPENDIX F
DIFFERENTIATED PAY SCHEDULE
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024**



SENIOR HIGH SUPPLEMENT

**Notes: (1) ALL SUPPLEMENTS ARE AVAILABLE FOR BOYS AND GIRLS TEAMS
(2) COMPLIANCE WITH TITLE IX GUIDELINES WILL BE STRICTLY ENFORCED
(3) SUPPLEMENTS NOT COVERED IN THIS CONTRACT MUST MEET THE PROVISIONS OF THE WAIVER PROCEDURE AS OUTLINED IN ARTICLE XX
(4) JUSTIFICATION MUST BE PROVIDED IF AN INDIVIDUAL IS RECEIVING SUPPLEMENTS FOR CONCURRENT ACTIVITIES**

	<u>(1200 Students)</u>	<u>(600-1199 Students)</u>	<u>(100-599 Students)</u>
1 Band Director - Moved to Salary Schedule			
2 Basketball Coach	6,164		
3 Football/Tackle Coordinator	5,753		
4 Band Director - Assistant	5,481		
Cheerleader Sponsor	5,481		
Choral Director	5,481		
Dance Team Director	5,481		
Football Coach - Assistant	5,481		
Football Coach - JV	5,481		
5 Baseball Coach	4,210		
Softball Coach	4,210		
6 Football Coach - JV Assistant	4,113		
7 District Social Worker (Not Licensed)	3,137		
EH/EBD Teacher, Silver Sands Teacher, Richbourg Teacher	3,137		
Mental Health Counselor (Not Licensed)	3,137		
8 Academic Team Coach	2,413		
Annual Sponsor	2,413		
Baseball Coach - Assistant	2,413		
Basketball Coach - Assistant	2,413		
Basketball Coach - JV	2,413		
Competitive Cheerleading	2,413		
Cross Country Coach	2,413		
Flag Football	2,413		
Golf Coach	2,413		
Lacrosse	2,413		
ROTC	2,413		
Soccer Coach	2,413		
Softball Coach - Assistant	2,413		
Speech Sponsor	2,413		
STEMM Coach	2,413		
Swim Coach	2,413		
Tennis Coach	2,413		
Track Coach	2,413		
Volleyball Coach	2,413		
Weightlifting Coach	2,413		
Wrestling Coach	2,413		
9 Voc Agriculture Sponsor	2,048		
10 Cheerleading Sponsor - Assistant	1,917		
Flag Football - Assistant	1,917		
Newspaper Sponsor	1,917		
Soccer Coach - Assistant	1,917		
Track Coach - Assistant	1,917		
Volleyball Coach - Assistant	1,917		
11 Department Chairperson	1,784	1,441	1,441
12 School Based Staff Development Coordinator	1,441		
District Debate Coordinator	1,441		
13 Future Farmers of America Sponsor	1,372		
14 Behavioral Interventionist	1,093		
15 National Board Certified Teacher	2,199		
16 District School Psychologist	8,324		
Behavioral Analyst - BCBA or BCaBA Certified	8,324		
District Occupational Therapist	8,324		
District Physical Therapist	8,324		
District Speech Therapist	8,324		
District Social Worker (Licensed)	8,324		
Mental Health Counselor (Licensed)	8,324		
17 ESE/EBD Alternative Placement Teacher	5,177		

Senior High Schools will have six (6) supplements to include Math, Social Studies, Science, Language Arts, Vocational and Exceptional Child, and Physical Education and Driver Training.

Effective for the 1994-1995 school year, experience credit will not be added to any supplemental positions. Individuals in supplemental positions, for which experience credit has been granted, shall be grandfathered at the prior year's experience level.

APPENDIX F
DIFFERENTIATED PAY SCHEDULE
FISCAL YEAR 2024-2025
EFFECTIVE JULY 1, 2024



OTHER COMPENSATION

Description	Amount	Period
Elementary Teachers with Combined Grade Level Classes	1,000	Per Year
IEP Caseload Manager - First 35 IEPs	750	Per Year
IEP Caseload Manager - Per Additional 20 IEPs or Part Thereof	50	Per Year
IEP Caseload Manager - Audit Year - First 35 IEPs	1,200	Per Year
IEP Caseload Manager - Audit Year - Per Additional 20 IEPs or Part Thereof	50	Per Year
School Counselors Whose Average Caseload, Based on October Survey 2	1,000	Per Year
FTE Count Exceeds Limits Listed Below (FTE Divided by No. of Counselors)		
- Elementary Schools, Silver Sands, Richbourg - 600		
- Middle Schools and K-8 Schools - 500		
- High Schools and K-12 Schools - 400		
Peer Mentor to Experienced Teacher New to Okaloosa County	450	Per Year
Peer Mentor to First Year with a Professional Certificate	450	Per Year
Peer Mentor to First Year with a Temporary Certificate	650	Per Year
Rate for Student Completion of Virtual Semester Course	130	Per Student
Rate for Student Completion of Virtual Full One Year Credit Course	260	Per Student
School Counselor Attending Retention Meeting Outside of Contract Hours	25	Per Meeting
Teacher Completion of Reading Certification or Endorsement	150	Per Year - 1st Year Only
Teacher Supervising Detention Outside of Contract Hours	15	Per Hour
Teachers Acting as a Sub During Planning Time	15	Per Planning
Teachers Acting as Supervisor at Athletic Event	30	Per Hour
Teachers with ESOL on Teaching Certificate	150	Per Year - 1st Year Only
Training Outside of Contract Hours	15	Per Hour

Appendix G

Checklist for Waiver Process

School: _____

Specific Waiver & Article Affected: _____

Reason for Waiver: _____

Please include/answer the following:

Secret Ballot

Copy of Ballot _____

Total Bargaining Unit Members: _____

Yes votes _____

No votes _____

Is the yes vote 80% of the bargaining unit members? Yes _____ No _____

Signature Sheet: _____

Date original posted: _____

Date of the vote: _____

SAC Approval _____ Date _____

RETURN THIS AND ALL SUPPORTING DOCUMENTS TO THE OCEA OFFICE.