Master Contract

between

School Board of Okaloosa County

and

Okaloosa Education Staff Professionals

July 1, 2023 through June 30, 2026

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APPENDIXES

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ARTICLE 1 - PREAMBLE

The School Board of Okaloosa County, hereinafter referred to as the Board, and the Okaloosa Education Staff Professionals hereinafter referred to as the Association agree as follows:

ARTICLE 2 - RECOGNITION

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

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

A. The Association recognizes the Board as the duly elected representative of the people and agrees that other employees not represented by a bargaining agent will be the sole concern of the Board and/or those respective parties. The Association agrees to negotiate only with the Board through the negotiation agent or agents officially designated by the Board to act on its behalf. The Association further agrees it will comply fully with all statutory requirements set forth in Chapter 447, Florida Statutes, (The Collective Bargaining Law).

B. The term "employee" when used hereinafter shall refer to all members of the education staff professionals bargaining unit as defined above.

C. Unless otherwise indicated the term "day" will mean normal employee workdays.

D. All rights, privileges and benefits granted to the Association in this agreement shall pertain exclusively to the Association so long as it remains the certified bargaining agent.

ARTICLE 3 - NEGOTIATIONS PROCEDURES

A. Each party to negotiations shall select its negotiation representatives and empower them with the authority to negotiate and come to tentative agreements for the purpose of submitting such agreement to the members of the bargaining unit for majority ratification and to the Board for its approval. It is recognized no final agreement between the parties may be executed without ratification by a majority of the members of the bargaining unit, and by a majority of the Board.

B. Both parties agree to meet at reasonable times and places to reach agreement in accordance with Chapter 447, Florida Statutes. During the course of negotiations, the parties agree to negotiate in good faith. Articles or groups of articles (packages) tentatively agreed to shall be initialed by each party and dated.

C. If either party determines that the differences of position are so serious that further negotiations will not produce a satisfactory agreement, then either party may invoke the impasse machinery set forth in Florida Statutes. Any cost involved shall be shared equally by the parties. Each party will be responsible for their own individual cost, including transcripts,

secretarial service, etc.

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

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

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

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

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

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

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

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

ARTICLE 4 - RIGHTS

A. Employee Rights

1. The parties agree all Board employees have the right to organize, join and support, or refrain from joining and supporting, the Association for the purpose of engaging in negotiations and other lawful activities. The parties agree that they will not discourage, deprive or coerce any employee in the enjoyment of any rights or privileges conferred by this Agreement; that they will not discriminate against any employee with respect to wages, hours and terms and conditions of employment by reason of membership or non-membership in the Association, participation in any lawful activities of the Association, or institution of any grievance under this Agreement.

2. The parties agree all provisions of this Agreement shall be applied without regard to membership or non-membership in the Association, race, creed, color, religion, national origin, age, sex or marital status.

3. No employee shall be prevented from wearing pins or buttons which identify membership in the Association or its affiliates.

4. Discipline, to include but not limited to, termination, demotion, and suspension shall be fair and for just cause.

5. Employees shall enjoy without restriction all rights and privileges of citizenship conferred by the constitutions of the State of Florida and of the United States of America.

6. The School Board may provide legal support for employees as specified in Florida Statutes Chapter 1012.26.

7. Employees shall not be subject to discipline under the provisions of this Agreement by virtue of the employee's legal exercise of religious or political activities, or the lack thereof.

8. Administrators/Supervisors/Managers will allow an employee Association representation during any conference that may effect the status of the employee.

10. The Administration should make the employee aware of work-related complaints as soon as possible but within five (5) days of the time they know or should have known, otherwise no reference to said incident shall be made in the future. An employee shall have the right to know the name of the individual filing the complaint and respond.

11. Employees, volunteers and persons with whom the Board contracts for services shall not engage in any conduct which unreasonably interferes with the following:

    a. an individual's responsibilities, performance, or orderly process of work;

    b. an individual's freedom from intimidating, coercive, abrasive, hostile, or offensive working environment.

    Violation of this policy will not be tolerated. (Reference School Board Policy 6-28 for more information).

12. The private and personal life of any employee, including additional employment are not within the appropriate concern or attention of the Board, provided that these activities do not impair the employee's effectiveness and performance as an employee of the school district.

13. The Board will repair or reimburse an employee the current value of any clothing or other personal property damaged or destroyed as a result of assault and/or battery, during the work day, or the quelling of a disturbance suffered in the course of the legal performance of the employee's assigned duties unless such loss covered by insurance or reimbursement is attained from other sources not in excess of $250, per year per employee.

14. This District is required to provide each employee with Child Abuse and Neglect Training. It is the employees' responsibility to report all suspected cases of child abuse to the DCF hotline.

B. Association Rights

1. The Association and its members will have use of buildings. Use of equipment will be granted by the Principal or Department Head. Reimbursement will not exceed that charged other outside service agencies.

2. The Association shall have the right to post notices on bulletin boards designated by the principal or department head. The bulletin boards shall be in an area where there is high visibility for a majority of the employees. The Association shall have the right to use the district courier service as long as such use is in accordance with the United States Postal Services, Private Express Statutes, Section 310.3(b), and if available employee mail boxes. Material disseminated through the courier service shall indicate who the material is from. The Association Office shall be a regular stop on the courier route. It shall be the responsibility of the Association representative to check daily at a designated place for all correspondence addressed to them. Each employee will be provided a School Board email address.

3. Members of the Association shall have the right to transact official Association business on Board property during periods of time when employees are not engaged in the performance of their actual duties (breaks, lunch, etc.). Authorized representatives of the Association and its respective affiliates shall have the right to transact official business at the job site when approved by the supervisor or during times when the employees are not being compensated.

4. The Board agrees to make available to the Association in response to written request all matters of public record at cost. These requests should be addressed to the Director, MIS or Personnel (for employee records) following approved procedure.

5. The Association president or his designee shall be granted release time to attend to Association business. The annual release time may not exceed 15% of the Association President's scheduled workdays based on the respective payroll calendar. The Association president shall use the OCSD substitute system to register the days and

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

6. The Board agrees that the union shall have the option of releasing their president full time or part time (increments of 20% at the secondary level). If the union opts to have the president released part or full time they must notify the Superintendent or his/her designee by June 1st of the previous year. The union agrees to reimburse the Board for the appropriate cost of the president to include salary, social security, retirement and any Board paid insurance contributions. At the end of the release, the individual shall be placed in a similar position to what he or she originally held.

7. In the event any member of the Association is elected to or selected for an office or position with the Association or any of its affiliates which requires that individual's full-time services, leave without pay shall be granted for the period required to fulfill that responsibility. Upon return from leave, the employee shall be placed in the same or a similar position to that held before such leave. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District. The Association shall reimburse the Board for the actual cost of such participation.

8. The Board agrees the Association representative will not be discriminated against, reprimanded, or harassed for investigating in a reasonable manner complaints made by employees.

9. The Association and its individual members recognize the humanity and dignity of each child and agree to not act in any way on any matter which may subject the educational interest of the child to any private or professional interest.

10. The Association president or designee may be released to attend any Board meeting or workshop held during the school day, provided the president or designee notifies the principal/administrator at least one (1) day in advance of the meeting. The President shall be allowed to attend emergency called meetings. The Executive Director and/or President shall be allowed to speak to at least one administrator meeting per year on the implementation or updates within the contract.

11. The Superintendent shall appoint members and the Association shall appoint two (2) members to a school calendar committee to meet and confer in order to establish a tentative recommended school calendar.

12. The Association shall receive results of any and all surveys that reflect, concern or effect working conditions or benefits of support personnel.

C. Board Rights

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

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

2. The parties agree that nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under Florida School Laws or any other laws or regulations, including the right to manage and direct the work forces, including the right to hire, promote, suspend, discharge, and demote employees; transfer employees, assign work, including extra duties to employees; institute new and/or improve methods or changes therein; determine the size of the work force and to lay-off employees; except rights which are clearly and expressly relinquished in this Agreement.

3. The parties recognize that it is the sole right of the Board to hire all employees and to determine their qualifications.

4. The parties to this Agreement verify that officials of the Board will retain the right, in accordance with applicable laws, regulations and policies to take whatever actions may be necessary to carry out the responsibilities of the Board in situations of emergency.

5. All work presently being performed by members of the OESP bargaining unit shall be deemed the property of the Board. The Board shall have full authority to place on contracted services any such work which they so deem to be in the best interest of the Board.

6. If an employee loses a position with the Okaloosa County School District because of privatization, the employee shall choose from the following be paid for all accrued sick leave or bank the days for future use if re-employed.

7. Prior to the Superintendent making a formal recommendation to the School Board to contract out educational support positions to private sector companies, the Superintendent shall notify the President of the Association at least 60 days before the School Board would vote on a contract with a specific company. Nothing in this section shall require the Superintendent or Board to act inconsistently with any State or Federal laws.

8. If an employee loses a position because of layoffs due to lack of funds, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if re-employed. Payoff shall be based on the percentages found in Article 11, section 10 (Terminal Pay).

ARTICLE 5 - GRIEVANCE PROCEDURE

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

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

B. Definitions

1. The term "days" when used in this article shall mean normal employee workdays.

2. The term "employee" shall refer to a member of the Association bargaining unit.

3. The term "grievant" shall refer to an employee who has cause to make use of the provisions of this Article.

4. A "grievance" is an alleged violation of a specific provision of this Agreement.

5. An "immediate supervisor" is the individual who directly supervises the employee's duties. The term "immediate supervisor" is the first person to whom a grievance will be addressed at the informal step.

6. A "Department Head" is the individual responsible for the overall functioning of the employee's office, station or general area of responsibility.

C. General Provisions

1. All formal grievances must bear the signature(s) of the grievant(s).

2. In the event a grievance is being filed by employees at more than one work site, the grievance must be signed by at least two (2) employees who allege that a violation has occurred. In the event a grievance alleges violation of one or more of the Association's rights, the grievance shall bear the signature of the Association president or designee. Such grievances shall be filed initially at the Superintendent's level (Level 2).

3. Grievances shall be specific and shall cite the sections of this Agreement which are alleged to have been violated.

4. A synopsis of the facts giving rise to the alleged violation(s) must be included on the written submission.

5. The date(s) of the alleged violation(s) must be included on the written submission.

6. The written grievance must include the specific relief being sought by the grievant.

7. When the presence of a key witness at a grievance hearing is required by either party, illness or other incapacity of such witness shall be grounds for extension of the time limits contained herein.

8. If hearings and/or conferences are scheduled by a representative of the Board during working hours, all employees whose presence is required shall be excused from duty with pay to attend.

9. Employees shall have the right to Association representation at all levels of this

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

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

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

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

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

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

D. Initiation and Procedure (Informal)

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

Step I (Formal)

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

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

Step II (Formal)

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

Superintendent's designated representative and notify the Association.

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

Step III (Arbitration)

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

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

ARTICLE 6 - PAYROLL DEDUCTIONS

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

B. Unless prohibited by law, OCEA and OESP will share a payroll deduction slot for the purpose of having premiums for Association sponsored programs payroll deducted. Authorized agents will be allowed to voluntarily meet with employees as long as it does not interfere with work/duties. This provision will not include deductions for Association dues or assessments.

ARTICLE 7 - WORKING CONDITIONS

A. Employee Workday

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

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

3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees. Two (2) breaks of not less than fifteen (15) minutes shall be included for employees who are regularly scheduled six (6) to seven and one-half (7 ½.) hours Employees who work four (4) but less than six (6) hours shall receive at least one (1) break of not less than fifteen (15) minutes. A duty-free lunch break is not included in the seven and one-half (7½) hour workday. A lunch break may be scheduled by the employee, with supervisor approval, either during mid-day or at the end of their paid workday and shall become the employee's regular work schedule.

   a. Employees shall have a regular work schedule. This schedule may be adjusted temporarily.

   b. The Okaloosa County School District shall not arbitrarily change an employee's regular work schedule.

   c. If it becomes necessary to permanently change an employee's regular hours, the employee with the most seniority at the worksite will have first option of the shift change provided there are two or more of the same job title with the same shift at the site. If neither employee volunteers, language for involuntary transfer will apply. The employee will be given at least thirty (30) calendar days notice, unless circumstances such as the necessity of School Board approval versus the beginning of school makes the thirty (30) day notice impractical. However, under no circumstances shall a permanent change of shift occur without at least a twenty-one (21) calendar day notice.

   d. As soon as possible, Management will meet with the employee to explain the reason for the change, discuss if some other alternative is more acceptable that accomplishes the same objective, and/or the possibility of transfer.

   e. If it is not possible for both parties to agree to the shift change, Management may institute the shift change, but they must provide in writing the reasons requiring the change of hours.

4. Employees shall not have their day broken up into more than two (2) separate time periods. The only exceptions to this shall be field trips or when a bus driver or transportation assistant voluntarily takes an extra run and knows what the schedule for pay is in advance.

5. No bus driver or bus driver assistant shall be paid for less than four (4) hours per day. Any time bus drivers spend over their four (4) hour day in activities such as attending mandatory meetings, cleaning buses, being with broken down buses, gassing buses, etc., shall be compensated at the driver's regular hourly rate. Leave time shall be earned and used based upon actual driving time at the beginning of the school year. For purposes of record keeping these times shall not be altered (as it relates to leave) unless there is a change of two (2) or more hours per day in the driver's route.

6. All employees work week shall be from Wednesday through Tuesday for wage and hour law purposes. Employees shall have a regular work schedule. Any time worked outside of that schedule shall result in additional compensation at the employee's regular hourly rate; or, at the employer's discretion, compensatory time off shall be earned for the additional hours worked.
    a. Employees shall notify their supervisor in advance of their desire to take compensatory time. Compensatory time may be denied if in the opinion of the supervisor, such leave would create an undue hardship for the district.
    b. Employees shall be paid at a rate of one and one-half times their regular hourly rate for any work performed beyond forty hours in any given week (168-hour period) or be given time off at the rate of one and one-half the amount of overtime worked.
    c. Employees may not accrue more than 100 hours of compensatory time off during a fiscal year.
    d. Compensatory time may not be carried over to another fiscal year.
    e. Employees who have not taken compensatory time earned by the end of the fiscal year shall be compensated at their regular hourly rate.

7. In the event the School Board determines the normal five (5) day work week will be compressed to a four (4) day work week, the following contractual variations shall apply:

    a. The work week shall be Monday through Thursday. July 4 shall be a paid holiday for twelve-month employees.

    b. Employees shall work during the compressed four-day work week the same number of hours that they would have worked in a non-compressed five (5) day work week.

    c. Lunch and break periods shall be granted in such a fashion as to divide the workday into as near equal parts as practicable.

    d. Employees will earn and utilize sick leave and annual leave time on the basis of each day of the four-day work week equals one and one quarter (1 1/4) days of employment.

    e. Schedules may be adjusted from standard schedules if individual departments (employees and department heads) request it and the Superintendent and the Association agree.

8. Employees shall not be required to attend any meetings before or after the normal workday unless they are compensated with pay at their regular hourly rate or comp time.

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

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

B. Employee Work Year

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

Nurses	196 days to include 6 paid holidays
Bus drivers	187 days to include 6 paid holidays
Lunchroom worker	187 days to include 6 paid holidays
Paraprofessionals	187 days to include 6 paid holidays
	(Additional day to be the day before students arrive)
Media Assistant	187 days to include 6 paid holidays
Interpreters	187 days to include 6 paid holidays
9 months	186 days to include 6 paid holidays
10 months	206 days to include 6 paid holidays
12 months	252 days to include 12 paid holidays

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

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

C. Tools

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

D. Health and Safety

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

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

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

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

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

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

Association representative.

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

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

   a. An employee may be subject to drug testing when reasonable suspicion is determined under applicable laws that the employee is using or has used drugs.
   b. An employee shall be subject to a drug screen immediately following a work-related accident or injury.

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

E. General

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

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

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

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

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

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

7. Any employee who is required to drive their own vehicle to perform an assigned task shall
be reimbursed the appropriate mileage. Rate of mileage reimbursement shall be determined by Florida Statutes 112.061.

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

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

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

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

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

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

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

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

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

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

F. Additional Working Conditions for Bus Drivers

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

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

   a. Baker field trips will be assigned by rotation of Baker drivers who wish to be placed on the field trip list. Field trips shall be requested through Crestview bus shop.

   b. Laurel Hill field trips will be assigned by rotation of Laurel Hill drivers who wish to be placed on the field trip list. If there are not enough Laurel Hill drivers to fulfill requests, drivers will be chosen from the Crestview bus shop.

   c. Crestview field trips will be assigned by rotation of Crestview drivers who wish to be placed on the field trip list. Field trips shall be requested through the Crestview bus shop.

   d. Niceville field trips will be assigned by rotation of Niceville drivers who wish to be placed on the field trip list. Field trips shall be requested through the Niceville bus shop.

   e. Fort Walton Beach field trips will be assigned by rotation of FWB drivers who wish to be placed on the field trip list. Field trips shall be requested through the FWB bus shop.

   f. Each respective center (Baker, Laurel Hill, Crestview, Niceville, Fort Walton Beach) shall have a list of all drivers taking field trips.

   g. All minibus field trips shall also have a transportation assistant. The only exception is if when a minibus field trip is scheduled, the principal certifies that there will be a specific person on the bus other than the driver who is trained on tying down wheelchairs and evacuating the bus. If that person cannot make the field trip for some reason, a transportation assistant will be provided.

   h. The trip list shall be posted in a prominent place for affected drivers to check.

   i. Refusal of a field trip shall be handled in the same manner as acceptance, and the driver's name shall be moved from the top of the list and placed at the bottom.

   j. A driver may not refuse a trip once accepted in order to take a better trip. Drivers should honor their commitment to take field trips except in cases of emergency.

   k. Compensation shall be at the regular hourly rate for all drivers except overnight field trips. (See Article 7, F,15C)

l. In order to receive credit for alike experience as a bus driver you must be able to verify the job required a CDL or Chauffeur's license; it must have been a full-time job (20+ hours per week or fringe benefits given); and you must have worked in the position one day over half a year to receive a year's credit.

2. Bus drivers, hired after August 1, 2014, will not be assigned field trips for the first thirty (30) days of their probationary period. If they come up for a field trip it will automatically be treated as if it has been turned down with appropriate notations. The driver will be moved on the rotation list as any other driver who turns down a trip. All new CDL holding employees in Okaloosa County will be held under the new thirty (30) day probationary status for driving on trips. Newly hired Florida school bus drivers with existing Florida CDL license, with "P" and "S" endorsements are exempt from probationary status for field trips.

3. Regular bus drivers who live in Destin and have routes that begin or end in Destin will be allowed to take their buses home at night. Regular drivers who live west of the Hurlburt Field gate and have routes that begin or end west of the gate will be allowed to take their buses home at night. All other drivers who operate from the Ft. Walton Beach bus shop will park their buses at the shop at night. Niceville drivers will park their buses at the shop at night. Regular bus drivers who live more than five (5) miles from the Crestview bus shop and have routes that begin or end five (5) or more miles from the Crestview bus shop will be allowed to take their buses home at night. All other drivers who operate from the Crestview bus shop will park their buses at the shop at night.

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

a. All spur runs, school to school, mid-day or tutoring runs shall be posted. Consideration for filling these positions will be feasibility of accommodating the route, seniority, and least amount of hours worked in a work week. All routes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

from the time of departure from the pick-up site until the time of return to the designed site.

c. Drivers will be paid for an additional thirty (30) minutes before the trip and an additional thirty (30) minutes after the trip ends

d. Overnight field trip drivers will be paid the Federal or state minimum wage, whichever is greater, from the time they leave the bus barn until the time they return to the bus barn.

e. On out-of-town overnight trips, the driver will be paid either per diem or for room and meals.

16. Principals shall notify bus drivers in writing of any known serious health problems, certain felonies or delinquent acts of students who ride their particular bus. Notification is to be given as soon as possible but no longer than three (3) working days of such known information.(Florida S.S. 985.04(4)(a)(b)(c))

17. Bus barns will be staffed in the morning when drivers arrive for duty.

18. Bus drivers shall receive pay for an additional thirty (30) minutes daily if they are currently driving the entire amount of time for which they are being paid. If they are not currently driving the four (4) hours, they shall be paid for the part of thirty (30) minutes that exceeds four (4) hours. If drivers do not keep their bus clean, on a consistent basis, they may be subject to having their cleaning pay docked.

19. Physical dexterity testing will be administered by the director or designee. Transportation assistants and monitors are also required to pass the physical dexterity test. Dexterity test will be given on an annual schedule.

20. A bus driver with a health problem who is prohibited from driving temporarily due to safety regulations (for example, being in a cast) shall be given at least one week of employment as a bus assistant at the driver's regular rate of pay, as long as the bus driver can perform the responsibilities of the temporary position.

21. Employees assigned to drive minibuses will be provided training on the securing of wheelchairs, harnesses, baby carriers/seats, and the electric and manual controls of the lift.

22. Prior to transporting students on a school bus, each driver shall meet the following requirement(s):

a. Has filed a set of fingerprints for the purpose of the required background check for determining criminal record;

b. Hold a valid commercial driver license with "P' and "S" endorsement;

c. Successfully complete forty-four (44) hours of pre-service training consisting of at least twenty (20) hours of classroom instruction and twelve (12) hours of behind-the-

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

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

e. Demonstrate the ability to prepare required written reports;

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

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

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

a. Prior to initial employment;

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

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

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

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

G. Additional Working Conditions for Skilled Trades Employees

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

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

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

H. Additional Working Conditions for Custodial Employees

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

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

I. Additional Working Conditions for Assistants, Clerks and Secretaries

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

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

3. In the event a substitute teacher cannot be found for a teacher the District may then ask a paraprofessional, if they wish to be considered as a substitute teacher. The paraprofessional who volunteers or is used during an emergency or after all other viable options have been exhausted will be paid $7.75 per hour in addition to their regular salary. The above provisions shall also apply to Media Assistants if they serve as the classroom substitute. Paraprofessionals that are assigned full-time to a classroom may be considered to substitute should the teacher be out. In that event, the District will make every effort to find a substitute for the paraprofessional position.

   When an Educational Staff Professional is pulled to substitute, he or she will, after having worked at least 15 minutes, receive one (1) hour minimum pay. The ESP will then be paid $7.75 per hour in addition to his or her regular salary, payable in 15-minute increments. An ESP working in this capacity in excess of 5 hours, will be credited at 7.5 hours. ESPs will be expected to fulfill their regular duties during non-student contact time unless otherwise directed by the principal.

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

5. Employees serving a full student day as STP monitor will be credited for 6.5 hours for supplement purposes.

J. Additional Working Conditions for Food Service Workers

1. Training for food service workers will be conducted when deemed appropriate by the Board.

2. The Board shall provide a uniform allowance of $7.00 per month as long as the food service vendor furnishes shirts and shoes. If they stop furnishing it or if the district takes over again the student lunch program, the uniform allowance will return to $15.00 per month for all food service workers required to wear uniforms. Such money shall be paid in a separate check disbursed one time at the end of the school year.

3. Each cafeteria shall maintain a list of substitutes. Every effort will be made to provide substitutes when workers are absent.

4. Suitable means for cleaning shall be determined by the Board. No employees shall be required to take materials home to clean with their own equipment.

K. Probation and Termination

1. New employees are classified as any person entering the School District for the first time or who have resigned and returned. New employees shall be considered probationary for the first six (6) months during which time employees may be terminated without cause. Summer weeks not worked by nine- or ten-month employees will be excluded from the six (6) months. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause.

   a. If someone is hired in a position not in the approved staffing pattern and that position is less than six (6) months, they should be given that information at the time the job is offered and will not be renewed for the following school year. However, if the employee is rehired into a position at the same worksite in the approved staffing pattern the following year with no break in service, the probationary period will follow the language in the above paragraph.

2. Positions for which the job duties are project oriented and which are funded from contracts, grants, or other sources of funds that are expected to be available only for a specified period may be designated as time limited. Employees hired in these positions should be given that information at the time the job is offered. Should the employee be hired by the district in a staffing pattern positon they will keep their original hire date.

3. Before termination by the School Board, the following procedure shall occur:

   a. The immediate supervisor or Superintendent shall notify the employee of the intent to recommend that the employee be terminated. The employee may then make a written request to the Superintendent for an informal hearing with the Superintendent or the Superintendent's designee regarding the recommendation. The employee shall make said request within ten (10) days from the time of receipt of the notification. Failure to make the request on a timely basis constitutes a waiver of the employee's right to further appeal under this procedure, therefore the Superintendent will make the recommendation for termination at the School Board's next regular scheduled meeting.

   b. After the informal hearing before the Superintendent, the Superintendent shall then notify the employee of intention regarding the recommendations of the supervisor. If the Superintendent is going to recommend termination to the School Board, then the

Superintendent shall, within ten (10) days of the informal hearing with the employee, notify the employee in writing of the decision. The Superintendent with said notification shall have the authority to suspend the employee with or without pay until the next regularly scheduled Board meeting at which time the Superintendent will make the recommendations to the Board.

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

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

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

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

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

ARTICLE 8 - REDUCTION IN FORCE/HOURS

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

B. Lay-off and Recall

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

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

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

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

C. Reduction in Hours

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

ARTICLE 9 - EMPLOYEE EVALUATION

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

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

1. Each employee shall receive a written evaluation-between April 15th and May 15, unless they are still in their probationary period. Each employee who is in their probationary period will be evaluated at the end of their probationary period unless they are released.

2. Such written evaluation shall note the employee's strengths, weaknesses (if any) and specific areas needing improvement (if any).

3. No employee shall receive *"Does not meet expectations"* on an evaluation unless a success plan has been given to the employee and implemented by March 15th. If an evaluator notes a weakness, they will fill out a success plan. If the success plan is completed satisfactorily, an evaluator may give the evaluatee a *"Meets Expectation"* on the evaluation and destroy the success plan.

4. Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.

5. If the employee does not agree with any portion of the evaluation report given to him, he shall have the right to a conference with the evaluator and to attach a written response to the evaluation report within ten workdays of receipt.

B. Personnel Records

1. Personnel records are property of the Board. An employee shall have the right to review the personnel file and have copies made of any documents contained in the file. The employee will reimburse the Board for such cost.

2. Each personnel file shall be available for the employee's inspection. The official file will be maintained at the District Personnel Office. No item from an anonymous source may

be placed in the personnel files.

3. The Board and the Association shall abide by Florida Statutes 1012.31 relative to Personnel Files.

4. Letters of reprimand, letters of complaints from any source, or other items detrimental to an employee's employment status, shall not be placed into an employee's personnel file until the employee has had an opportunity to read and sign the item.

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

ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES

A. Vacancies defined - Vacancies shall be defined as any full-time (four hours or more) bargaining unit position to be filled.

1. All known vacancies shall be posted by the District on the FOCUS Applicant tracking system on www.okaloosaschools.com. The notices shall include the job title, work site, department and contact person.

2. Employees will have three (3) working days in which to apply prior to filling of any vacancies.

3. Summer positions shall be filled with preference to employees already in that specific job title. If no one from that job title wishes to be considered, then other employees shall be considered.

4. An employee may request to rescind a resignation provided that: (a) the employee has not reached the separation date, (b) the vacancy has not yet been filled, and (c) the Board has not yet taken action on the resignation.

B. Definitions: A transfer is movement of an employee from one work site to another. Reassignment is the change of an employee's regular assigned duties or a major change in responsibility. This may or may not entail a transfer between work sites.

1. Voluntary transfers and reassignments shall be accomplished in the following manner:

   a. Employees desiring a transfer or reassignment to any of the posted positions shall send a completed transfer/reassignment request to the contact person listed on the posting.

   b. The department head or principal will review all applicants' transfer/reassignment request and contact those he wishes to interview. The department head or principal will mark a selection for all transfers in FOCUS.

c. If the department head or principal makes the selection from current employees, the following criteria will apply:

1) length of continuous, uninterrupted service within the district,

2) evaluations,

3) specialty experience,

4) job requirements

5) department head or principal's acceptance of the applicant.

a. Employees who are voluntarily transferred/reassigned shall retain all experience credit for salary purposes, and all seniority rights.

b. If the department head or principal does not choose from among current employees, the department head or principal may then consider and select a new applicant.

2. Involuntary transfers/reassignments shall be accomplished in the following manner:

a. No employee shall be involuntarily transferred until management has first given all qualified employees the opportunity to transfer voluntarily except in cases where Management determines that it is in the best interest of all parties concerned that a unilateral transfer be made. In those cases, the Assistant Superintendent of Human Resources shall review the circumstances which require an involuntary transfer. If the transfer becomes necessary, a meeting will be held with the employee. The employee will be entitled to Association representation and may request, in writing, the reason for the transfer.

b. When the Board determines that an involuntary transfer is necessary, an employee's (1) job title (2) length of continuous service with the system and (3) evaluation reports of service in the Okaloosa County School System will be considered in determining which employees are to be transferred. In cases where the problem calling for the transfer cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Board. Full justification will be furnished the employee involved and become a matter of record.

c. Before an involuntary transfer is made, a meeting shall be held between the Administrator/Principal and the employee to discuss the need for the transfer.

d. The Step 1 grievance timelines shall be waived regarding alleged violations of this Article.

ARTICLE 11 - LEAVES

Leave is permission granted in advance by the Board, for an employee to be absent from work for a specific period of time with the right of returning to employment upon expiration of the leave as

outlined under this Agreement. An application must make clear an acceptable purpose (except personal leave with pay) for which the leave will be used before approval will be granted. Leave must be officially granted in advance and may not be granted retroactively.

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

All requests for leave must be signed by the employee, recommended by appropriate supervisor(s) and approved by the Superintendent under the authority granted by the School Board.

A. Leave With Pay

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

1. Sick Leave

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

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

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

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

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

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

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

2) Donated sick leave has no terminal pay value.

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

2. Military Leave

a. An employee in the National Guard or active reserve who participates in required military training shall be entitled up to seventeen (17) days paid leave annually. Such leave may be used only for the purpose of participating in required annual military training.

b. An employee granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge.

a. Following the receipt of the application for re-employment, the School Board shall reassign the employee to duty in the school system as soon as possible. Under no circumstances shall the reassignment occur more than six (6) months after the application for re-employment.

3. Jury Duty/Witness Leave

a. An employee who is required to serve as a juror or subpoenaed to appear as a witness during regular working hours shall be granted paid leave upon proper documentation and application. Parties to a civil act or charged with a criminal violation will not be covered under this provision.

4. Personal Leave

a. An employee shall be entitled to six (6) days of personal leave with pay each year. Such leave shall be for personal reasons and shall be used entirely at the employee's discretion. Such leave will be deducted from the employee's accrued sick leave and is not cumulative from year to year.

5. Professional Leave

a. The Association shall have the right to send delegates to the Florida Education Association Delegate Assembly. In addition, the Association may authorize member participants to attend Association conferences, trainings and/or meetings. The total number of delegates authorized to attend will not exceed five percent (5%) of the Association membership. The delegates or member participants shall use the OCSD substitute system to register the days and arrange for a substitute for said position, if applicable. The OCSD TDE form shall be completed and forwarded to the Assistant Superintendent of Human Resources. OESP shall reimburse the School District at

actual cost for all leave.

6. Annual Leave

a. Annual leave earned each month shall accrue at the close of that month. Annual leave shall accrue up to a maximum of 500 hours if earned.

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

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

2) An employee with five (5) years or more of continuous service in the district at the rate of one and one-quarter (1 ¼) days per month for each month of full-time employment.

3) An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1 ½) days per month of full-time employment.

4) An employee with fifteen (15) years or more continuous service in the district at the rate of one and three-quarters (1 ¾) days per month of full-time employment.

c. Annual leave may be approved by the hour in cases of emergency or where no substitute is required.

a. In the event that the employee's request for annual leave is denied and such denial would cause the employee to lose accumulated leave then the Board shall allow the employee to exceed the maximum allowable accrual or the Board shall reimburse the employee the number of days accrual to be lost times the employee's salary.

e. Upon retirement or termination for any reason an employee is entitled to full payment at their current daily rate for any unused accumulated leave.

7. Temporary Duty Elsewhere (TDE)

a. When employees are assigned to be temporarily absent from their regular duties and place of employment, such employee shall be compensated at the regular and/or overtime rates of pay set forth in this agreement. The Board will determine when the employee is on duty. The Fair Labor Standards Act provisions will be followed in making such determination.

b. Employees assigned to school activities during the regular working hours shall be assigned TDE.

1) Members of the Association who attend activities in direct representation of employees such as board workshops, grievances, and collective bargaining shall be considered to be on TDE, provided they are on Official Association business.

Such Association TDE shall not be considered in calculation of overtime pay.

c. Bus drivers who are being paid for making field trips during their regular working hours shall be placed on TDE without pay.

d. Employees who are parents or guardians of children attending a public school may have up to one-half (1/2) day TDE per year to attend their children's school events or parent conferences. Absences must be coordinated with the employee's principal or supervisor to ensure that work duties can be covered. The employee will submit proof of attendance at the activity or conference just as for any other TDE. Such leave shall not be for taking field trips with their child or attending field days.

8. Temporary Absences

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

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

9. Illness-In-Line-of-Duty

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

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

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

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

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

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

Leave for any such member of the education staff professionals shall be authorized for

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

10. Terminal Pay

a. Employees shall be entitled to terminal pay for unused sick leave days at the time of termination of employment for retirement. Such benefits shall be paid to their beneficiaries if service is terminated by death. A cash payment for unused sick leave days as follows:

b. During the first three (3) years of service, in the FRS the daily/hourly rate of pay multiplied by thirty five percent (35%) times the number of days of accumulated sick leave.

c. During years 4, 5, and 6 of service, in the FRS the daily/hourly rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

d. During years 7, 8, and 9 of service, in the FRS the daily/hourly rate of pay multiplied by forty-five percent (45%) times the number of days accumulated sick leave.

e. During years 10, 11, and 12 of service, in the FRS the daily/hourly rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

f. During and after the thirteenth(13th) year of service in the FRS an employee will receive 100% of accumulated sick leave pay if they retire before or at the end of the year in which they reach normal retirement.

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

11. Domestic Violence Leave

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

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

1) Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

2) Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;

3) Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;

4) Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

5) Seek legal assistance in addressing issues arising for the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

c. Except in cases of imminent danger to the health or safety of the employee, or to the health or safety of a family or household member, an employee seeking leave from work under this policy must provide the immediate supervisor appropriate advance notice of the leave as required by the Board's policy along with sufficient documentation of the act of domestic violence as required by the Board.

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

12. Bereavement Leave

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

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

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

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

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

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

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

13. Emergency Natural Disaster Personal Leave

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

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

2) They suffered damage to their residence;

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

4) There were other natural disaster-related circumstances which are documented and they are recommended for leave by their supervisor.

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

B. Leave Without Pay

1. Medical and Family Leave

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

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

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

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

2) FMLA can be used in conjunction with unpaid leave at the onset of the leave

period.

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

2. Personal Leave Without Pay

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

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

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

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

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

3. Political Leave

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

4. Military

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

5. Sabbatical Leave

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

- Employees must notify Human Resources of their intent and provide documentation of the requirement and associated timeline as soon as feasible.
- Employees opting to take this leave may do so only once.
- Employees, while on leave for this reason, will still be entitled to insurance benefits as structured at the time of the leave.
- Leave taken for this reason will not constitute a break or interruption in continuous service in the District.
- At the end of this leave, unless hired to be a teacher, the individual shall be placed in the same or a similar position to what he or she originally held at the applicable rate for the new position.
- If, for any reason, the student teaching opportunity is terminated by the employee or the sponsor institution prior to the end of the semester, the employee must contact Human Resources the next business day after the termination and make notification that they are available to return to work.

C. Bargaining unit employees may formally resign a maximum of three (3) years in advance for purposes of retirement. Employees who choose the maximum of three (3) years may be paid up to thirty-three and one-third percent (33 1/3%) of their current accumulated sick leave during the first year of their resignation. During the second year of their resignation they may be paid up to one-half (½) of their remaining accumulated sick leave. At the end of the third and final year of employment they will be paid the balance of their accumulated sick leave.

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

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

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

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

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

Should an employee wish to transfer funds from the current pay plans provider within thirty (30) days of leaving the system, the District will pay for any administrative fees. In addition, the District agrees that if the employee chooses to transfer funds from the current pay plans provider within thirty (30) days of leaving the system, the District will pay any penalty that is charged because of early withdrawal. Such penalty shall not exceed the 7.5% that would have

been paid to FICA. The District will reimburse the employee for any penalty that exceeds the 7.5%. (Payment for annual leave because an employee is changing to a ten-month position from a twelve-month position shall not be part of this agreement).

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

ARTICLE 12 - SICK LEAVE POOL

A. A sick leave pool shall be established for use by participating full-time employees.

B. Participation in the sick leave pool shall be voluntary on the part of each full-time employee.

C. All full-time employees shall be eligible for participation in the sick leave pool after one (1) year of employment by the Okaloosa County School Board provided said employee has accumulated a minimum of twelve (12) days accrued sick leave.

D. Any sick leave pooled pursuant to this Article shall be removed from the accumulated sick leave balance of the employee donating such leave and shall not be available to the donating employee as sick leave.

E. Any sick leave time drawn from the pool by the participating employee must be used for the employee's personal catastrophic illness, accident or injury.

F. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility. No other sick leave contribution will be required, except that each participating employee shall be required to contribute an additional day of accrued sick leave if the sick leave pool balance has been reduced below one (1) day for each two (2) participating employees. In the event a member does not have any days at the time of request for an additional day, they shall contribute the next day they earn to the sick leave pool.

1. Employees shall be eligible to join the sick leave pool during the first twenty (20) school days of each school year.

2. The employee who cancels membership in the sick leave pool shall not be eligible to withdraw the days of sick leave the employee has contributed to the pool.

G. A participating employee shall not be eligible to use sick leave days from the pool until all of the employee's sick leave has been depleted. An employee so situated shall be eligible to use up to a maximum of sixty (60) days, in 20-day increments, from the pool within a twelve-month period and only for approved absences of five continuous workdays or more.

H. A participating employee who is eligible to use sick leave days from the pool shall not be required to re-contribute such days, except as a regular contributing member.

I. An employee who transfers into another school district within the state shall not be eligible to have sick leave days from the pool transferred to that district's sick leave pool.

J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrongdoing, the employee may be required to repay any or all of the employee's sick leave credits drawn from the sick leave pool at the employee's regular daily rate of pay. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave.

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

ARTICLE 13 - COMPENSATION

A. Salary Schedules

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

B. General Provisions

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

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

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

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

5. Outside job experience will be allowed for pay purposes only when it coincides with the performance responsibilities of the current job description. For those Support Professionals hired July 1, 2022 or later, all full-time job-alike experience will be allowed for pay purposes. For those support professionals hired prior to July 1, 2022, any full-time job alike experience previously uncredited will be allowed for pay purposes provided such experience is turned in and verified through Human Resources within 90 days of execution of this agreement. The newly credited experience will be reflected in pay beginning with the first pay period following the verification. A calendar year can only be counted one time in computing School Board and outside job experience. To receive a year's credit, you must have worked over half the year. Full time is defined as twenty (20) or more hours a week. Employee must verify outside experience. Documentation must be presented to the Human Resources Department before the 1st of the month to be given credit for the experience that month. No credit will be given for past experience that a retirement is being drawn on or if a lump sum payment was received.

6. An employee who would be eligible to retire under an existing state retirement system and has been credited with fifteen (15) years of experience earned in Okaloosa County School System shall have ten (10) percent of the employee's annual salary, excluding supplements, paid upon the submission of their resignation provided that the employee completes the necessary procedures through the Human Resources Department. The retirement incentive will not be paid to any employee who: (a) fails to submit a request within one (1) calendar year after the date of separation or (b) continues employment beyond June 30 of the year after the employee reaches first eligibility for normal retirement benefits. It shall be the responsibility of each employee to determine the employee's eligibility for normal retirement and to meet the requirements set forth in this provision. Employees who are members of the FRS Investment Plan will be held to the same normal retirement eligibility requirements as the FRS Pension Plan members.

7. Okaloosa Education Staff Professional employees who have completed Eighteen (18) or more years of service recognized by the School District of Okaloosa County shall be eligible for a longevity stipend (Longevity Stipend 1). Up to five (5) years of outside, job-alike experience may be counted for longevity stipend purposes. Education Staff Professionals will receive an additional longevity stipend (Longevity Stipend 2) after three (3) additional years of service have been completed since initially receiving Longevity Stipend 1, as of June 30th. Refer to Educational Staff Professionals Salary Schedule

8. The method for converting monthly salary to hourly salary shall be monthly salary divided by 155.

9. Shift Differential

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

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

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

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

12. School Food Service Employees

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

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

13. Maintenance Department Employees

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

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

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

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

SP828 Swimming Pool Technician

c. No additional fee will be paid for residential or journeyman licenses.

d. To continue receiving the supplement, the registration or certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.

e. Employees may be employed in or moved to the classification listed below when they have five (5) years related experience or an AA degree in their field from a two-year accredited institution. Job experience will be allowed only when it coincides with the performance responsibilities of the following job classification:

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

f. An employee who receives a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classifications 4712, 4732, 4742, 4752, and 4764.

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

14. Transportation Employees

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

046100 Mechanic I

b. The Vehicle Service Technician Test and Master Repair Technician Test shall replace the ASE tests as those certifications expire. The supplement for Vehicle Service Technician will be $100.00 per month. The supplement for the Master Repair Technician Test will be $200.00 per month.

c. The supplement for Bus Inspectors will be $100.00 per month.

d. The total amount of money an employee would be eligible for in supplements shall not exceed $200.00 per month.

e. To continue receiving the supplement, the certification must be renewed upon expiration. It is up to the employee to provide the county with current verification.

f. Employees may be employed in or moved to the classification listed below when they have five (5) years related experience or an AA degree in their field from a two-year accredited institution. Job experience will be allowed only when it coincides with the performance responsibilities of the following job classification:

046100 Mechanic I

g. An employee who received a certificate of completion from an accredited vocational school will be allowed two (2) years experience for pay purposes in job classification 4614 (Mechanic II).

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

i. Transportation support professionals (secretaries and mechanics) who carry a qualifying CDL license with a "P" and "S" endorsement will receive an annual $500 supplement if assigned to drive a bus route.

j. New Bus Drivers shall receive a $300 stipend upon successfully completing half a year of service, and $500 upon successfully completing their first full year of service.

k. Annual in-service training for Transportation Employees may be scheduled prior to the start of an employee's contract calendar date provided that (a) 30 days advance notice is given to impacted employees and (b) that any day worked prior to the start of the contract will be in lieu of an approved non-student workday.

15. Summer Feeding Program

a. The Site Supervisor's responsibilities are as follows:

1. Serve meals
2. Clean up after meals
3. Ensure safe and sanitary conditions at the site
4. Receive and account for deliver meals
5. Ensure that children eat all meals on site
6. Plan and organize daily site activities
7. Implement alternate food service arrangements during inclement weather
8. Take accurate meal counts (at point of service unless an alternate system that provides accurate count has been approved by the state agency.)

b. Employees will be guaranteed a minimum of four (4) hours of paid time.

c. Employees who are hired to cover at various locations will be paid mileage for travel to the different sites.

d. All program workers must attend one (1) training session.

C. Insurance

1. Health Insurance

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

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

2. Life Insurance

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

3. Dental Insurance

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

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

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

4. Other Deductions

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

5. Health Reimbursement Management

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

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

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

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

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

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

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

D. Advanced Degree

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

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

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

3. An employee who receives a two-year degree from a technical institute approved by and in good standing with the Florida Department of Education (or statutory state agency in a US state other than Florida in which the institute operates) as a degree-granting institution shall qualify for any additional stipend which otherwise would be granted to the holder of an Associate Degree from a community college or junior college. This provision shall apply to all current and future qualified employees but shall not result in retroactive pay adjustments.

ARTICLE 14 - MISCELLANEOUS

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

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

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

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

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

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

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

H. Administrative Assistant II can only be assigned to the Assistant Superintendent level

positions and higher.

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

ARTICLE 15 - POLITICAL FREEDOM

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

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

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

ARTICLE 16 - VIDEO CAMERAS

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

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

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

APPENDIX

SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OESP

Name: _____

Worksite: _____ Assignment: _____

Home Address: _____ Home Phone: _____

_____

A. Date Cause of Grievance Occurred: _____

B. Relates to what section of Contract: _____

C. Statement of Grievance: _____

_____

_____

D. Relief Sought: _____

_____

_____

_____ _____

Signature Date

Sequence

Step I Date Submitted: _____ Date of Disposition: _____

Summary of Disposition: _____

_____

_____ _____

Signature Date

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

Summary of Disposition (see attached): _____

_____

_____ _____

Signature Date

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

Grievance No.

ARTICLE 17 – TERMS OF AGREEMENT

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

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

OKALOOSA EDUCATION STAFF PROFESSIONALS

President

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

SCHOOL BOARD OF OKALOOSA COUNTY

Chairman of the Board

Superintendent

Chief Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator

Negotiator