

Master Contract

between

School Board of Okaloosa County

and

**Okaloosa County Education
Association**

**Agreement reached at the table June 5, 2024
July 1, 2024 through June 30, 2027**

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1 **PREAMBLE**

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

8
9 **ARTICLE I - RECOGNITION**

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

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

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

24 **ARTICLE II - RIGHTS**

25
26 Section 1 - Association and Professional Rights
27

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

given an opportunity at the end of each building faculty meeting to present brief reports and announcements.

- L. The Board may advise the Association of any new or modified fiscal, budgetary or tax reforms, construction programs, or major revisions of education policy which are proposed, and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption.
- M. The Association building representative(s) at each work site shall be able to submit time sensitive reminders to be read over the school intercom system in accordance with the school procedures for making such reminders.

Section 2 - School Board Rights

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

ARTICLE III - NEGOTIATIONS PROCEDURES

- A. Negotiations shall begin no later than thirty (30) calendar days after the expiration date of the current Agreement unless both parties agree to an alternate date. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate fully.
- B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on salary, insurance, supplements and one (1) Article 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. If such notice is given, negotiations shall be initiated on or before June 20. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate fully. Addendum date will reflect the term of the contract.
- C. 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 (5%) percent of the operational revenue before January 1 or greater than two (2%) percent 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.

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

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 - Definitions

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

Section 2 - General Provisions

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

Section 3 - Procedures

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

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

- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and an effort should be made to expedite the process. The time limits specified, however, may be extended by written mutual agreement.
- C. 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 grievants.
- D. Failure at any step of this procedure to appeal the grievance to the next step within ten (10) working days (thirty (30) days in the case of arbitration) shall be deemed to be a waiver of further right to appeal.
- E. In the event a grievance is filed on or after April 30, which is left unresolved until the beginning of the following school year, and could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the beginning of the new school year.
- F. Nothing contained herein shall prohibit the grievant from withdrawing the grievance at any step in the grievance procedure.
- G. The grievant shall have the right to have an Association representative present at all levels of the procedure.
- H. There shall be no reprisals taken against any member(s) because they have filed a grievance.

Section 4 - Initiation and Procedure (Informal)

In the event that teachers believe 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 formal grievance by filing the prescribed form (Appendix) with the grievant's immediate supervisor with 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).

If the Association President or designee and the Superintendent or designee determine that the authority to resolve the grievance lies beyond the immediate supervisor, Step 1 may be skipped and the parties may agree to have the first formal part of the grievance at the Step II level.

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 designee and notify the Association.

The Superintendent or 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 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 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 Association shall submit to the Superintendent within thirty (30) workdays, notice of their intent to submit to arbitration. Failure to submit said notice within the thirty (30) days shall eliminate the arbitration step. 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(s), or the Association on the grievant's behalf, and the Board shall share equally all expenses of the arbitration.

ARTICLE V - EQUITABLE DUTY COMMITTEE

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

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

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

358 **ARTICLE VI - TEACHING CONDITIONS**

359

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

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

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

Duties will include but not be limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

Reasonable effort will be made by the District to:

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

Reasonable effort will be made by the teacher to:

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

X. Lesson Plan Guidelines

1. Lesson planning is an essential element of effective and highly effective teaching. All teachers are expected to have current plans for the subjects they teach.
2. Lesson planning involves consideration of key elements including the school's SPP initiatives, student learning goals, curriculum standards, essential questions, research-based learning experiences, resources, differentiation, formative and summative assessment, and reflection.
3. The Teacher's sequential lesson plans should be accessible in the classroom at all times. Teachers should have an emergency lesson plan available.

Y. A teacher's social security number shall not be required on attendance sheets at a workshop, conference, or in-service.

Z. The District will pay the costs for fingerprinting for instructional personnel when needed for re-certification.

AA. Flex Days, Pre- and Post-Planning Days

1. Preplanning and Flex Days

- a. Pre-planning shall be defined as the weekdays immediately prior to the first day for students. There will be up to four pre-planning days to include district or school professional learning days. Teachers may choose to work the three weekdays prior to pre-planning and/or attend district training(s) lasting at least six (6) hours during the summer and flex those days on any end of quarter teacher workday or end of year teacher workday, other than the day immediately following the last day for students. The total days allowed to be flexed based on summer trainings, the three days prior to pre-planning, or a combination thereof, shall not exceed five.
- b. Teachers must notify principals in advance as much as possible as to flex days they wish to take.
- c. Teachers who elect to utilize flex days before pre-planning shall not be required to attend workshops, meetings, or conferences on those days. Teachers who choose to attend approved workshops, meetings, or conferences on flex days will receive credit for working the flex day provided the workshop or meeting lasts at least 6 hours.
- d. Newly hired teachers in the district may be required to use "flex days" and attend new teacher orientation.

2. Teacher Workdays

Teachers will not be required to attend meetings during the teacher workdays at the end of the 1st, 2nd and 3rd nine-weeks grading periods.

3. Post Planning

One faculty meeting may be held on the first teacher workday following the last day for students, but shall last no longer than two hours.

BB. Teachers serving as Peer Mentors will receive a stipend per the Appendix when expectations are met for mentoring a first-year teacher on a Temporary Certificate or for mentoring a first-year teacher on a Professional Certificate. Teachers new to Okaloosa County with outside experience

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

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

DD. Instructional Coach Program

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

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

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

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

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

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

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

647
648 Instructional Coaches will be paid the hourly rate for training if they are required to train outside
649 their normal contract hours unless arrangements are agreed to on flex time before the training
650 occurs.

651
652 EE. Employees shall be admitted without charge to any school-sponsored athletic event. The
653 provision shall not apply to state athletic playoff events. The employee will provide some form of
654 identification that verifies their school board employment to gain admission. This shall apply to
655 employees only.

656
657 FF. Teachers will use the electronic gradebook when and where applicable.

658
659 GG. Employees required to move from one assigned classroom to another shall be provided assistance
660 when moving boxed or packed material from one classroom to another.

661
662 HH. Communication between parents and teachers is vital. Teachers may choose the form of
663 communication between teacher and parent.

664
665 II. The mailroom and employee break room will not be used as places for solicitation.

666
667 JJ. After the first two weeks of each semester, teachers must be provided ample written notice before
668 new students or students with schedule changes may be placed in their classes.

669
670 KK. Test administration and proctoring responsibilities will be equitably distributed among each
671 school's eligible staff.

672
673 LL. Teachers responsible for completing kindergarten report cards will be provided a total of 2.5
674 day of TDE for the purpose of completing the one-on-one student assessment required to
675 complete the report card.

676
677 MM. DJJ and Winter Break

678
679 1. A staff member would be able to have off during winter break by agreeing to do the following:

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

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

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

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

684 e) You must sign in and out

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

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

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

1. 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.

2. 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.

OO. Each school will assign a Title I contact teacher to be responsible for collecting and submitting documentation for the Title I compliance bin. This teacher will receive the equivalent of two TDE days per school year.

PP. Teacher will not be charged for replacing identification badges that are accidentally damaged while performing job duties or due to normal wear and tear.

ARTICLE VII - CLASS SIZE AND CLASS LOAD

A. Administrators will make efforts within reason to ensure that teacher student ratios are equitable within schools. Administrators will also make efforts within reason to ensure that students are distributed in such a way that no one teacher is tasked with any particular subgroup without additional accommodation, assistance, or support.

B. Definitions:

1. Class Size is the number of students assigned to a teacher for a period of instruction. In elementary schools, where one teacher directs all learning, it is the number of students for whom a teacher is responsible daily. In secondary schools or other schools in which teachers are responsible for instruction in a particular subject, it is the number of students for whom a teacher is responsible during a single period.

2. Class Load is the number of students for whom teachers are responsible daily where the teacher is assigned more than one class each day.

If a class consists of two grades, whichever of the two grades' maximum class size is the smallest shall be the maximum class size for that class.

3. Maximum Class Size and Class Load

a. Elementary

PreKD	1:6 Ratio (adults to students)
Kindergarten - 1 st grade	24*
Grades 2-3	25*
Grades 4-5	28*

*This does not apply to Special Area Teachers

b. Secondary

Academic and Vocational

150 (maximum class load)

Physical Education

220 (maximum class load)

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

ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION

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

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

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

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

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 five (5) business days.

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

- F. Education Discipline

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

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

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

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

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

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

- H. When it is known that a student has any of the diseases listed in Okaloosa County School Board Policy Chapter 20 (Communicable Diseases), teachers in immediate contact with that student shall be notified.
- I. All personally addressed mail, either postal or courier, shall not be opened without a teacher's written consent.
- J. No language in Article VIII above will be interpreted to bargain away the rights of students.
- K. 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 a similar problem or complaint.
- L. Employees covered by this collective bargaining agreement shall not have the responsibility of direct supervision of outside non-instructional contractors as amended by SB 988, unless employee volunteers for specific situations.
- M. Teachers will receive communication from a dean or administrator regarding disposition of a written discipline referral within five (5) workdays after the referral is submitted by the teacher.

ARTICLE IX - GENERAL EMPLOYMENT PRACTICES

- A. Vacancies
Vacancies shall be defined as any bargaining unit positions to be filled. Posting of vacancies shall comply with Article X, B - Voluntary Transfers.
 - 1. Summer academic, evening or adult education, supplemental positions and other programs in the Okaloosa County School District shall be filled with preference to the more qualified current employee as determined by the Board and Superintendent. Both parties agree that certification takes priority in hiring Summer School employees. This provision shall not be interpreted to prohibit the Board from filling the above named positions from outside applicants.
 - 2. Teachers employed to fill vacancies shall have applied for or have a valid Florida teaching certificate and shall be placed at the appropriate step of salary schedule upon employment, based on experience and training.
- B. Vacancies in Promotional Positions
 - 1. Promotional positions are defined as positions included on the Administrative Salary Schedule or twelve (12) month instructional positions.
 - 2. All vacancies in promotional positions, as defined herein, shall be posted in FOCUS.

- 889 3. Teachers who desire to apply for such vacancies shall submit their applications through
890 FOCUS.

891
892 C. Summer Program and Summer Academic Program
893

- 894 1. Teachers in the summer program and summer academic program shall be paid in
895 accordance with the salary schedule which is attached to and is an appendix of this
896 agreement.
897
- 898 2. Teachers in the summer program shall be entitled to one and one-half (1.5) sick leave days
899 at the rate of one (1) day of sick leave for twenty (20) workdays. If such leave is not used
900 during the Summer Program, the unused summer school leave shall be paid to the
901 employee at the end of the session based on the Summer School Salary Schedule.
902
- 903 3. Teachers employed for summer positions shall be notified by letter stating the conditions
904 under which they will be employed prior to the beginning of their program.
905
- 906 4. Should registrations not be adequate to maintain classes, the teachers shall be paid for the
907 first-class period.
908
- 909 5. Positions for summer programs shall be filled by personnel within each school if the
910 programs are held at each school. A principal may seek teachers from other schools in
911 the district if no one is certified to teach a particular course. A principal will notify
912 Human Resources of any unfilled positions; Human Resources will then notify all
913 teachers via the email system of the unfilled positions with instructions on how to notify
914 the Principal of their interest. A substitute may be hired if no other teacher in the district
915 is available to fill the position.
916
- 917 6. Summer programs will rotate on an annual basis among all the schools in a zone
918 unless each school conducts its own program. If a school cannot be in the annual
919 rotation, the teachers at that school will have priority for positions in the year that the
920 summer session would have been held at that school.

921 D. Hourly Instructional Program
922

- 923 1. All hourly instructional personnel including vocational-technical, adult education and
924 compensatory education programs shall be paid in accordance with the hourly rate on the
925 Salary Schedule and shall not earn sick leave.
926
- 927 2. Instructors appointed for positions in these programs shall be notified stating the
928 conditions under which they will be employed prior to the beginning date of their
929 program.
930
- 931 3. Should registrations not be adequate to maintain classes, the instructor shall be paid for
932 the first-class period.
933
934
935

E. Supplemental Positions

1. Supplemental positions shall be those listed in Appendix. Any additional supplements must meet the provisions of Article XXI (Waiver Procedure).
2. The Board and the Association recognize supplemented positions to be those positions with duties over and above those of a full-time certificated instructional employee. The Board shall make annual appointments of teachers to supplemental positions prior to the end of post school planning. Once notified of their appointments, such teachers shall not be dismissed from supplemental positions without just cause for the appointed year.
3. Salaries for supplemental positions shall be paid only to persons who fulfill the responsibilities of supplemental positions listed in Appendix.
4. When possible, the Board shall notify all supplemental teachers of their supplemental calendar prior to post planning of each school year.
5. Supplemental positions will be posted, along with the job description, at the appropriate work site three (3) working days (exclusive of weekends and holidays), prior to the filling of the position.
6. If two or more employees wish to job share a single supplemented position, they may jointly agree to waive the contract restrictions and request this variation. Upon approval by the principal, the employees shall be paid equal shares of supplemented position's salary. Employees are under no obligation to job share supplemental positions unless such request is made by the employee.

- F. A seniority list based upon date of hire in the district will be provided to OCEA on a monthly basis.

ARTICLE X - TRANSFERS AND REASSIGNMENTS

- A. The Board and the Association recognize that frequent transfers of teachers from one school to another may disrupt the education process and interfere with optimum teacher performance; however, they also recognize that some transfers will be necessary for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system. Management reserves the right for the principal to accept voluntary transfers of certified instructional personnel within the school staff prior to advertising.

B. Voluntary Transfers

1. After consideration of in-school personnel, vacancies that will extend beyond ninety (90) days shall be posted utilizing the FOCUS program.
2. Duration of the posting shall be for two (2) working days. The transfer period will be reduced to one (1) working day for two weeks beginning on the first day of preplanning.
3. Instructional employees wishing to transfer shall submit an on-line application on-line using FOCUS.

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

996 C. Involuntary Transfers
997

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

- 1036 7. Employees receiving an involuntary reassignment to a different grade level or course
1037 preparation shall be notified first by the principal or his or her designee.
1038
1039 8. Failure by any teacher hired in a teaching and supplemental position to maintain the
1040 supplemental position could result in an involuntary transfer.
1041
1042

1043 **ARTICLE XI - REDUCTION IN PERSONNEL**

1044

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

ARTICLE XII - LEAVES

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

A. Sick Leave

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

B. Paid Personal Leave

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

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

C. Annual Leave

1. Full time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:
 - a. 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.
 - b. An employee with five (5) years or more of continuous service in the district at the rate of one and one-quarter (1.25) days per month for each month of full-time employment.
 - c. An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1.5) days per month for each month of full-time employment.
 - d. An employee with fifteen (15) or more continuous service in the district at the rate of one and three-fourths (1.75) days per month for each month of full-time employment.
2. Annual leave shall accrue at the close of each month.
3. Annual leave shall be approved by the Superintendent upon written request from the employee and with prior approval of the employee's immediate supervisor. No employee or group of employees may be required to take annual leave.
4. This leave may not be taken until accumulated. An employee will be allowed to accumulate up to 500 hours.
5. Upon retirement or termination for any reason an employee is entitled to full payment at his current daily rate for any unused accumulated annual leave up to the maximum allowed by School Board Policy.

D. Personal Leave Without Pay

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 (LWOP) 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 listed 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.

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

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

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

Request for illness/injury -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 teacher making the request was in contact with the disease within the incubation period.

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

Any member of the instructional staff 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 Statutes 1012.61, 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 action.

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

Leave of any such member of the instructional staff shall be authorized for a total not to exceed ten (10) school days during any school year for illness contracted, or injury incurred from such causes as prescribed above. However, in the case of sickness or injury occurring under such circumstance 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.

F. Bereavement Leave

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

1. 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.
2. Employees will be credited with the paid bereavement leave on a fiscal year basis. Bereavement leave must be taken within two (2) weeks of the loss, burial, or service 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.

3. 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.
4. 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.
5. The use of bereavement leave does not prevent the employee from taking additional sick leave or unpaid leave.
6. Bereavement leave may not be used more than twice during a fiscal year.

G. Sabbatical Leave

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

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

- 1286 7. In addition to the six (6) teachers approved, a list of alternates will be established. The
1287 alternates will be ranked according to their precedence, previously established by the
1288 committee. Should any of the original choices decline his sabbatical leave due to a change
1289 in plans or lack of acceptance in a program, the first alternate shall be notified and
1290 considered. This process shall continue through the list of alternate-designees until all
1291 approved applications have been utilized.
1292
- 1293 8. The teacher upon returning will be returned to the teacher's former position or a similar
1294 position. Such teacher shall also be advanced to the appropriate position of the salary
1295 schedule as if the teacher had been in actual service in the district during the period of
1296 sabbatical leave.
1297

1298 H. Professional Leave With Pay
1299

- 1300 1. Members of the teaching profession who are working on an advanced degree or are taking
1301 courses to enhance their knowledge of their major field, may be granted professional
1302 leave. This professional leave with pay should not exceed a total of six (6) days of
1303 pre-school and post-school planning periods during any one (1) year and such professional
1304 leave with pay should not be granted in excess of five (5) summers.
1305
- 1306 2. The Superintendent after receiving from the Association a list of certified delegates shall
1307 grant to each Association delegate two (2) leave days with pay for the purpose of attending
1308 the Florida Education Association annual convention. The total number of delegates au-
1309 thorized to attend will represent five (5%) percent of the Association membership plus five
1310 (5) delegates at large. The Association will reimburse the school district the full cost of the
1311 employees attending.
1312

1313 I. Parental Leave
1314

- 1315 1. 1. The School Board shall grant unpaid leave for the purpose of childbearing, adoption
1316 and/or child rearing for up to one (1) year, provided sufficient notice is given and that a
1317 contractual relationship exists which will be in effect during the period of leave. Prior to
1318 the commencement of such leave, the employee may utilize any portion of accrued sick
1319 leave. If possible, the effective date for the suspension of services shall be mutually
1320 agreed to by the employee and immediate administrative supervisor. Such decisions shall
1321 be based on, but not limited to, physical condition, effectiveness in performing assigned
1322 duties, availability of replacement, term of service required for credit for a year of service,
1323 and the recommendation of the attending physician. The employee will not be allowed to
1324 return to work during parental leave for flex days, pre-planning, post-planning or any other
1325 paid or compensatory status unless he or she agrees to terminate the leave period.
- 1326
- 1327 2. An employee who is in annual contract status and is granted leave shall be duly
1328 reappointed and/or under contract to render services for the school year during which the
1329 leave will occur before such leave can be approved. Leave granted under these conditions
1330 shall not be interpreted to assure reappointment for the subsequent school year. However,
1331 the principal shall recommend for or against the employee's reappointment at the time of
1332 annual recommendations provided that appropriate written notice of intent to return to

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

J. Leave of Absence

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

K. Temporary Leave

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

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

Teachers with 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/teacher conferences. Absences must be coordinated with the teacher's principal to ensure coverage for the teacher. Such leave shall not be for taking field trips with their child or attending field days.

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

L. Family and Medical Leave Act

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 teachers from current option of retaining paid leave days while utilizing parental leave.

M. Jury Duty/Witness Leave

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.

N. Military Leave

Military leave shall be granted to employees to enlist or are inducted into military service or who are members of the Reserves or the National Guard and who request such leave. Compensation allowed during Military Leave shall not exceed seventeen (17) days per calendar year as provided in section 115.14, Florida Statutes.

1. Leave Without Pay

- a. 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.
- 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.
- c. 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.

O. Domestic Violence Leave

1. 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.
2. This section applies if an employee uses the leave from work to:
 - a. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;

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

1458 P. Emergency Natural Disaster Personal Leave
1459

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

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

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

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

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

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

ARTICLE XIV-PROFESSIONAL LEARNING

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

ARTICLE XV - TEACHER EVALUATION

A. Goals for Evaluation

The purpose of the assessment and evaluation process is to enhance instruction for students by assisting teachers in continuous quality improvement of their professional skills. The method designed to achieve this goal must be formalized to the extent it supports decisions on salary, transfers, promotions, and dismissals.

B. Procedure for Evaluation

It is the responsibility of the principal or the immediate supervisor to mark the evaluation of the individual, within the guidelines of the School District of Okaloosa County Teacher Evaluation Handbook and prepare a plan for observation which will insure:

1. An orientation with teachers prior to the evaluation process to explain the instrument used to support the final evaluation.
2. That teachers will receive their final year end teacher performance ratings prior by May 15th.
2. The opportunity for written response by the teacher to be filed with the evaluation.

C. PSC Teachers Moved to 90-day Probation

If an evaluator who is not the principal of the school determines that a teacher who holds a professional service contract is not performing the teacher's duties in a satisfactory manner to the extent that the teacher may be placed on a 90-day notice of unsatisfactory performance, then the principal shall become the official evaluator. Should the decision be made to place the teacher on a 90-day notice of unsatisfactory performance, the principal shall notify the

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

D. Disciplinary Action

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

E. General

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

ARTICLE XVI - POLITICAL ACTIVITY

- A. All teachers 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 in the Okaloosa County School System.
- B. The right of all teachers, when not actively engaged in their employment, to work and vote for the party and candidate of their choice shall not be questioned, abridged, or denied.
- C. All teachers 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.
- D. Participation on the part of teachers in political activity shall be voluntary.

ARTICLE XVII - ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution of the United States and the State of Florida, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers in study and investigation of facts and ideas concerning man, human society, the physical and biological worlds and other branches of learning. Teachers will teach the curriculum which shall be open to community and School Board evaluation.
- C. Student grades shall be determined and reported by the classroom teacher whose decision shall be final unless the principal has determined that any grade has been miscalculated. A principal may make reasonable inquiry of a teacher regarding student grades. No teacher shall be coerced into changing a student's grades on assignments, tests, or grades in the teacher's official grade book. Parental challenges to student grades shall follow School Board Policy, Chapter V, Section 8.

ARTICLE XVIII - SCHOOL CALENDAR

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

ARTICLE XIX - PROFESSIONAL COMPENSATION

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

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

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

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

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

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

D. 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.

The above provisions apply to all employees who work eighteen and three-quarters (18.75) 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.

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

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

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

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

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

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

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

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

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

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

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

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

1. During the first three (3) years of service in the FRS, the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated sick leave.
2. During years 4, 5, and 6 of service in the FRS, the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave.
3. During years 7, 8, and 9 of service in the FRS, the daily rate of pay multiplied by forty-five (45%) percent times the number of days of accumulated sick leave.
4. During years 10, 11, and 12 of service in the FRS, the daily rate of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave.
5. During and after the 13th year of service in the FRS, the daily/hourly rate of pay multiplied by one hundred (100%) percent times the number of days of accumulated sick leave.

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

Members of the instructional bargaining unit will participate in the program offered by the current special 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 special 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 special 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 7.50% that would have been paid to FICA. The District will reimburse the employee for any penalty that exceeds the 7.50%. (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).

K. Deferred Retirement Option Program (DROP)

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

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

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

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

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

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

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

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

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

- 1930 AA. Instructional Personnel not defined as a classroom teacher who are required to hold credentials
1931 outside of standard DOE Certification will be eligible for reimbursement of licensure costs not to
1932 exceed \$355 annually.
1933
1934

1935 **ARTICLE XX - GENERAL**
1936

- 1937 A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction
1938 or as a result of state or federal legislation, said provision shall be automatically modified by
1939 mutual agreement of the parties to the extent that it no longer violates the law, but the remaining
1940 provisions shall remain in full force and effect for the duration of this Agreement, if not affected
1941 by the deleted provision.
1942
1943 B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be
1944 contrary to or inconsistent with the terms of this Agreement.
1945
1946 C. Any individual contract between the Board and an individual teacher shall be made expressly
1947 subject to the Collective Bargaining Law 447.309(5).
1948
1949 D. All policies adopted by the Board shall be available in each school.
1950
1951 E. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or
1952 modifying any of its proposals or counter proposals during negotiations leading to this
1953 Agreement.
1954
1955 F. No teacher shall suffer any professional disadvantage as a result of: (1) being a member of the
1956 bargaining unit, (2) being a member or non-member of the Association, and (3) participating or
1957 not participating in the Association's lawful activities.
1958
1959 G. Upon the third documented concern of an employee's inability to perform job duties, or if an
1960 emergency health event necessitates, the Board may require employees to undergo physical or
1961 psychiatric examination. The employee will submit a Fit for Duty exam at the requirement of the
1962 Human Resources Department Administrator and will be provided TDE to complete the process at
1963 the Board's expense. Employees will select from a list of doctors provided by Risk Management.
1964 Employees have the right to obtain a second opinion, at their own expense, by an appropriate licensed
1965 physician of their choosing.
1966
1967

1968 **ARTICLE XXI - WAIVER PROCEDURE**
1969

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

- 1973 1. Any waiver must be in writing, posted for three (3) working days, and must specify the
1974 contractual provision(s) to be waived, the nature and duration of the waiver and the employees
1975 affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's).
1976 Waivers to the contract that will take effect at the beginning of the next school year must be
1977 approved by 80% of the school's instructional personnel no later than April 30th.
1978
1979 2. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed

waiver. A building representative shall call and conduct this meeting.

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

ARTICLE XXII - VIDEO CAMERAS

- A. 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.
- B. These cameras are installed for security reasons only.
- C. Tapes from video security cameras will not be used to evaluate or discipline employees; however, the District will pursue any unlawful acts which are shown on tapes.

2031

2032

ARTICLE XXII – TERMS OF AGREEMENT

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

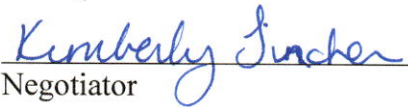
**OKALOOSA COUNTY EDUCATION
ASSOCIATION**



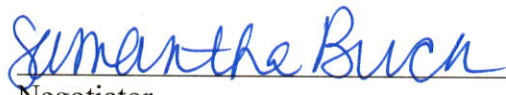
President



Chief Negotiator



Negotiator



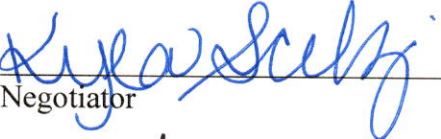
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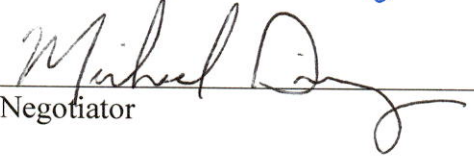
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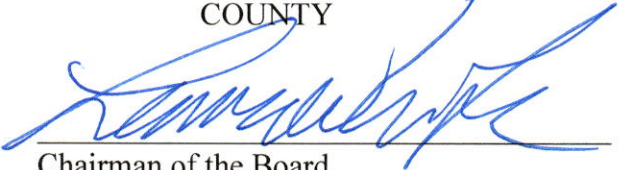


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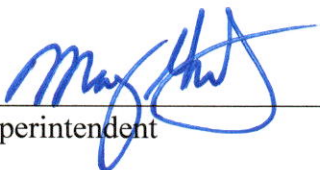
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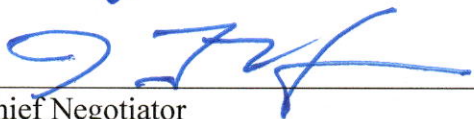
**SCHOOL BOARD OF OKALOOSA
COUNTY**



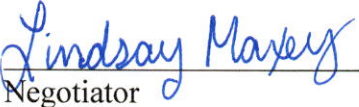
Chairman of the Board



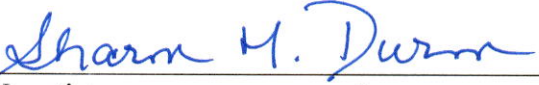
Superintendent



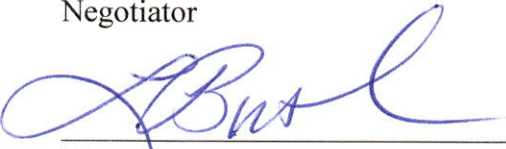
Chief Negotiator



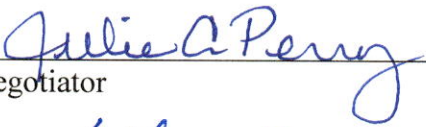
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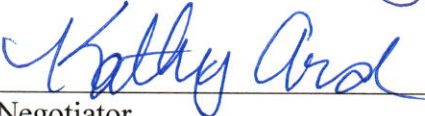
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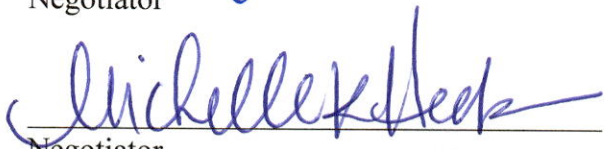
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Negotiator

SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OCEA

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 OCEA (Grievant's Responsibility)

Grievance No. _____

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

Employee Name: _____ EID# _____
Last First

Job Title: _____ Department/School: _____

Directions for Submission

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

Type of Leave Requested

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

Duration of Leave Requested

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

Total Time Requested: Days: _____ Hours: _____

Signatures

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

Employee Signature

Date

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

Principal/Department Head Signature

Date

For Human Resource ONLY

☐ Approved ☐ Disapproved Board Date: _____

Signature of Assistant of Superintendent of Human Resources

Authorized School Board Signature

Okaloosa County Education Association

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

Disruptive Student Removal

This packet of information contains the following:

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

OCEA – FEA – NEA – AFT

Appendix C (continued)

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

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

Examples of informal discipline:

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

Examples of formal discipline:

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

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

Appendix C (continued)

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

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

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

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

Appendix C (continued)

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

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

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

Date of Request: _____ School: _____

Student Name: _____ Grade: _____

Requesting Teacher: _____

Class Period/Subject: _____

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

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

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

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

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

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

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

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

Teacher's Signature

FOR COMMITTEE USE ONLY

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

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

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

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

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

Date: _____ Chairperson's Signature: _____

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

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

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

STATE OF FLORIDA
COUNTY OF OKALOOSA

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

Marilyn C. Bryan
Marilyn C. Bryan
Notary Public

My commission expires:



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

Appendix C (continued)

SCHOOL DISTRICT OF OKALOOSA COUNTY
REQUEST FOR REMOVAL OF STUDENT

(Pursuant to 1003.31 F.S.)

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

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

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

Appendix C (continued)

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

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

Appendix C (continued)

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

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

1003.32 Authority of teacher; responsibility for control of students; district school board and principal duties.

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

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

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

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

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

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

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

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

(2) Teachers and other instructional personnel shall:

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

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

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

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

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

Appendix C (continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Classroom Visit Request Form

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

~~~~~

Teacher \_\_\_\_\_

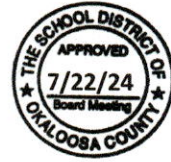
Please reschedule to \_\_\_\_\_ (date) because \_\_\_\_\_

\_\_\_\_\_

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

# Appendix E

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



**THIS CHART IS USED FOR INITIAL PLACEMENT ONLY.**

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

Appendix E, Continued

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

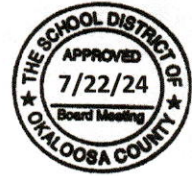


**GRANDFATHERED EMPLOYEES RECEIVE PERCENTAGE IN LIEU OF STEP.**

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

Appendix E, Continued

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



**INITIAL PLACEMENT - ALL POSITIONS**

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

**INSTRUCTIONAL EMPLOYEES HIRED PRIOR TO JULY 1, 2011**

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

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

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

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

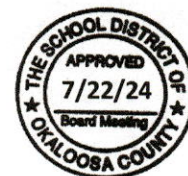
Employees shall be paid based on the Bachelor's column of the salary schedule. An employee holding an advanced degree shall receive a supplement provided the advanced degree is in the individual's area of certification. Qualifying individuals shall receive supplements in the following amounts:

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

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

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

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



**INSTRUCTIONAL EMPLOYEES HIRED JULY 1, 2014, OR LATER**

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

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

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

**TWELVE MONTH PERSONNEL**

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

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

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

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

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

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

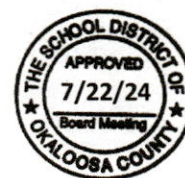
|                     |    |         |
|---------------------|----|---------|
| 1200+ Students      | \$ | 100,666 |
| 600 - 1199 Students | \$ | 94,093  |
| 100 - 599 Students  | \$ | 77,656  |

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

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

Appendix E, Continued

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



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

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

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

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

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

**SUPPLEMENTAL HOURLY RATE**

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

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

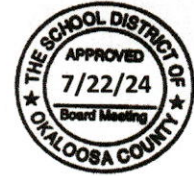
**INITIAL PLACEMENT FOR SPECIFIC TYPES OF POSITIONS**

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

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

## Appendix E, Continued

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



### Vocational

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

### School Counselors and School Psychologists

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

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

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

### **DIFFERENTIATED PAY**

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

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

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

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

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

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



**MIDDLE SUPPLEMENT**

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

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

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

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



**ELEMENTARY SUPPLEMENT**

Grade Level Chairperson

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

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

Note:

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

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



**SENIOR HIGH SUPPLEMENT**

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

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

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

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

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



**OTHER COMPENSATION**

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

Appendix G

**Checklist for Waiver Process**

School: \_\_\_\_\_

Specific Waiver & Article Affected: \_\_\_\_\_

Reason for Waiver: \_\_\_\_\_

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**Please include/answer the following:**

Secret Ballot

Copy of Ballot \_\_\_\_\_

Total Bargaining Unit Members: \_\_\_\_\_

Yes votes \_\_\_\_\_

No votes \_\_\_\_\_

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

Signature Sheet: \_\_\_\_\_

Date original posted: \_\_\_\_\_

Date of the vote: \_\_\_\_\_

SAC Approval \_\_\_\_\_ Date \_\_\_\_\_

**RETURN THIS AND ALL SUPPORTING DOCUMENTS TO THE OCEA OFFICE.**