

# **Master Contract**

**between**

**School Board of Okaloosa County**

**and**

**Okaloosa County Education  
Association**

**Agreement reached at the table June 2, 2021  
July 1, 2021 through June 30, 2024**

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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  
50 delete from these rights. However, it is agreed by both parties to exhaust the grievance procedure

51 prior to proceeding to other remedies.

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

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

- 61  
62 1. The Superintendent after receiving from the Association a list of certified delegates shall  
63 grant to each Association delegate two (2) leave days with pay for the purpose of  
64 attending the Florida Education Association annual convention. The total number of  
65 delegates authorized to attend shall not exceed five (5%) percent of the Association  
66 membership plus five (5) delegates at large.  
67  
68 2. The Association president or his/her designee shall be granted release time  
69 up to 20 days per school year to attend to association business. Examples  
70 of how these days might be used include:  
71  
72 a) Monitoring of School Board meetings or workshops;  
73 b) Monitoring of specific workshops in which the Association has specific interest;  
74 c) Attendance at grievance hearings to specifically represent members;  
75 d) Conducting building visits; and  
76 e) Conducting Association business that cannot be done in other than school time.  
77

78 It is expressly understood that requests for these days shall be specific in pointing out that  
79 the request is for "Association days". The Association shall reimburse the District  
80 substitute cost for the use of these days.  
81

- 82 3. Leave days for individual professional conference – The Association from time to time  
83 desires to send individuals to conferences for education and training. Examples of such  
84 conferences in the past included the NEA Southeast Regional Critical Issues Conference  
85 and the State of Florida Multi-Cultural conference. The parties agree that often these  
86 conferences are beneficial to the school district as well as to the individual. Teachers may  
87 be asked to conduct informational meetings after attending such conferences. Request of  
88 leave for these purposes shall be sent directly to the Superintendent or his/her designee.  
89 The Superintendent shall consider such requests and may grant them on a case-by-case  
90 basis. Denial of TDE would not prevent the individual from taking personal leave to  
91 attend such conference.  
92  
93 4. Leave days for lobbying – The past practice has been that the Superintendent has, upon a  
94 full listing of the individuals and dates, given TDE to teachers to lobby in Tallahassee.  
95 Such a list will be provided to the Superintendent for his/her consideration prior to the  
96 regular session. TDE shall be granted only if the district is reimbursed for the cost of a  
97 substitute if one is required.  
98  
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 (increments of 20% at the secondary level). If the union opts to have the  
117 president released part or full time they must notify the Superintendent or his/her designee  
118 by June 1<sup>st</sup> of the previous year. The union agrees to reimburse the Board for the  
119 appropriate cost of the president to include salary, social security, retirement, and any  
120 Board paid insurance contributions. At the end of the release, the individual shall be  
121 placed in a similar position to what he or she originally held.

122  
123 All of the above requests should go either directly to the Superintendent or designee and contain  
124 the signature of the OCEA president or OCEA executive director.

125  
126 All of the above requests require the Association to reimburse the school district the full cost  
127 of the employee taking leave excluding:

- 128 ○ Collective Bargaining
- 129 ○ Direct Employee representation
- 130 ○ Board Workshops & Meetings
- 131 ○ Grievances
- 132 ○ District committee meetings

133  
134 I. Any teacher who is a member of the Association or who has applied for membership may execute  
135 and deliver to Human Resources a Continuing Membership Authorization authorizing deductions  
136 of membership dues in the Association. Such authorization shall continue in effect as long as the  
137 Association remains the certified bargaining agent for employees in this unit unless revoked upon  
138 thirty (30) days written notice to the Association. Pursuant to such authorization, the Board shall  
139 deduct such sum as authorized in equal monthly payments from the teacher's regular salary check  
140 beginning with the date of authorization. The deductions shall be remitted monthly to the  
141 Association. All retroactive dues will be the responsibility of the Association.

142  
143 J. The Association agrees to indemnify and hold harmless the Board for any losses or damages  
144 arising from the operation of Paragraph I. It is also agreed that neither any employee nor the  
145 Association shall have any claim against the Board for any deductions made or not made, as the  
146 case may be, unless a claim of error is made in writing to the employer within thirty (30) calendar  
147 days after the date such deductions were or should have been made.

148  
149 K. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary  
150 of any teacher and make appropriate remittance for any and all programs approved by the Board.

- 151  
152 L. The Association president, his/her designee, and/or the Association faculty representative shall be  
153 given an opportunity at the end of each building faculty meeting to present brief reports and  
154 announcements.  
155  
156 M. The Board may advise the Association of any new or modified fiscal, budgetary or tax reforms,  
157 construction programs, or major revisions of education policy which are proposed, and the  
158 Association may be given opportunity to advise the Board with respect to said matters prior to  
159 their adoption.  
160

161 Section 2 - School Board Rights  
162

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

177 **ARTICLE III - NEGOTIATIONS PROCEDURES**  
178

- 179 A. Negotiations shall begin no later than thirty (30) calendar days after the expiration date of the  
180 current Agreement unless both parties agree to an alternate date. The negotiation meetings will be  
181 scheduled at reasonable times to allow both parties to participate fully.  
182  
183 B. During the term of this Agreement, each party reserves the right to reopen negotiations annually  
184 on salary, insurance, supplements and one (1) Article of each party's choosing. If either party  
185 desires to reopen negotiations under this provision, a written notice must be submitted to the other  
186 party by June 1. If such notice is given, negotiations shall be initiated on or before June 20. The  
187 negotiation meetings will be scheduled at reasonable times to allow both parties to participate  
188 fully. Addendum date will reflect the term of the contract.  
189  
190 C. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is  
191 going to occur in an amount greater than five (5%) percent of the operational revenue before  
192 January 1 or greater than two (2%) percent of the operational revenue after January 1, then at the  
193 option of the Board, the Board and the Association shall meet and negotiate in an attempt to  
194 resolve the problem created by the loss of such revenue.  
195

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



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

## 205 ARTICLE IV - GRIEVANCE PROCEDURE

### 206 Section 1 - Definitions

- 207
- 208 A. Grievance: A grievance is a claim made by a teacher, or group of teachers, that there has been a  
209 violation of specific provision of this Agreement or interpretation of this Agreement.  
210
- 211 B. Party in Interest: A "party in interest" is defined as the person or persons making the claim and  
212 any person who might be required to take action or against whom action may be taken in order to  
213 resolve the claim.  
214
- 215 C. Immediate Supervisor: An "immediate supervisor" is defined as the person in the chain of  
216 authority to whom an individual is primarily responsible.  
217

### 218 Section 2 - General Provisions

- 219
- 220 A. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable  
221 solutions to grievances which may from time to time arise.  
222
- 223 B. Nothing contained herein shall be construed as limiting the rights of any individual teacher  
224 having a problem to discuss the matter informally with the teacher's immediate supervisor in an  
225 effort to have the problem adjusted without intervention of the Association.  
226
- 227 C. All grievance meetings will be held at such time and place to enable all parties to fully participate  
228 in the process. This time will usually be after school.  
229
- 230 D. All documents, communications and records dealing with the processing of a grievance will be  
231 treated as confidential files maintained by the Human Resources Department in so far as the same  
232 can be kept confidential while at the same time meeting all requirements of the "sunshine law"  
233 and "public documents law."  
234
- 235 E. Based upon the Florida Public Employees Relations Commission (PERC) ruling of September  
236 16, 2003, CA-2003-017, it is agreed that the Okaloosa County Education Association has the  
237 right to initiate and process to arbitration grievances that involve the interpretation and  
238 application of the parties' collective bargaining agreement. The grievance form will be signed by  
239 the President of the Association.  
240

### 241 Section 3 - Procedures

- 242
- 243 A. It is expressly understood that a claim must cite the article violated and clearly demonstrate the  
244 violation in order to assist in the administration of the grievance.  
245
- 246 B. Since it is important that grievances be processed as rapidly as possible, the number of days  
247 indicated at each level should be considered maximum and an effort should be made to expedite  
248 the process. The time limits specified, however, may be extended by written mutual agreement.  
249
- 250

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

#### 273 Section 4 - Initiation and Procedure (Informal)

274  
275 In the event that teachers believe there is a basis for a grievance, the grievant(s) shall first discuss  
276 the alleged grievance with the immediate supervisor with the objective of resolving the matter  
277 informally.  
278

#### 279 Step I (Formal)

280  
281 If the grievant(s) has been unable to resolve the grievance informally, the grievant(s) will invoke  
282 formal grievance by filing the prescribed form (Appendix) with the grievant's immediate  
283 supervisor with a copy to the Association. Within five (5) workdays, the immediate supervisor  
284 shall meet with the grievant(s) and shall indicate the disposition of the grievance in writing and  
285 shall furnish a copy thereof to the grievant(s).  
286

287 If the Association President or designee and the Superintendent or designee determine that the  
288 authority to resolve the grievance lies beyond the immediate supervisor, Step 1 may be skipped  
289 and the parties may agree to have the first formal part of the grievance at the Step II level.  
290

291 The Association may decide at any level, up to and including Step II, that the grievance lacks  
292 merit. The Association will notify the grievant(s) and the principal or immediate supervisor of  
293 such a decision.  
294

#### 295 Step II (Formal)

296  
297 If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no decision  
298 has been rendered within ten (10) workdays after presentation of the grievance, the grievant(s)  
299 may file the grievance in writing with the Superintendent of Schools or designee and notify the  
300 Association.

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

307  
308 **Step III Arbitration**  
309

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

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

323  
324 **ARTICLE V - EQUITABLE DUTY COMMITTEE**  
325

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

- 333 1. The committee shall meet as needed, but not less frequently than three (3) times annually.
- 334 2. The principal, with the committee, shall schedule instructional personnel for school-  
335 related duties which occur within the workday on an equitable basis.
- 336 3. The Administration and the Equitable Duty Committee should work together during  
337 preplanning to identify all possible duties and assign them equitably. The administration  
338 shall convene the equitable duty committee as soon as possible to address unforeseeable  
339 duties. The committee will equitably assign the duties within contract language.
- 340 4. In an effort to provide teachers with relief time in the morning and afternoons as often as  
341 possible and at the same time provide for the necessary supervision of students, the above  
342 committee will consider the use of assistants, administrative staff, rotation within grade  
343 levels, scheduling of teachers and/or other alternatives. All employees should work  
344 together to arrange to have classes supervised if a bathroom break is needed outside of  
345 regularly scheduled breaks. If a teacher is having a problem having their classes covered  
346 in such a situation, the equitable duty committee should be petitioned to come up with a  
347 procedure for that particular teacher. All employees shall cooperate with that procedure.
- 348 5. The Equitable Duty Committee at each school site shall be the representative body to  
349 serve as the school-based paperwork reduction committee. This committee shall  
350 periodically recommend procedures to the principal for eliminating, reducing, revising,

351 and consolidating paperwork and data collection requirements.  
352 6. The individual school budget shall be discussed by the Equitable Duty committee and the  
353 principal during the budget process.  
354

355  
356 **ARTICLE VI - TEACHING CONDITIONS**  
357

- 358 A. A copy of the school budget shall be readily available to all teachers.  
359  
360 B. The Board shall equitably provide each teacher with necessary materials required in daily  
361 teaching responsibilities.  
362  
363 C. The administration will provide access to a telephone with privacy for professional calls  
364 including long distance calls.  
365  
366 D. Each teacher shall report any unsafe or hazardous conditions, in writing, to the principal as soon  
367 as practicable.  
368  
369 E. A room shall be provided in each school for necessary teacher conferences with parents or  
370 students.  
371  
372 F. The Board shall provide a reserved parking area for teachers except when substantial capital  
373 investment would be needed to accomplish this goal.  
374  
375 G. When school is not in session, teachers shall be given access to the building for use in conducting  
376 school business. This arrangement with the principal will be equitable and scheduled at  
377 reasonable times.  
378  
379 H. Procedure for visitation of a teacher's class by an individual other than School Board Members or  
380 district/school administrative/supervisory personnel:  
381  
382 1. Complete the Classroom Visit Request Form (Appendix) by the visitor;  
383 2. All paperwork shall be completed at least 24 hours prior to classroom visit;  
384 3. Such persons will be issued a visitor's pass;  
385 4. This procedure may be waived with teacher consent.  
386  
387 I. Teachers and administrators accept the joint responsibility to minimize unnecessary schedule  
388 changes and unnecessary interruptions by maintenance, custodial or construction workers,  
389 inter-communication systems or other such disturbances in classroom/school.  
390  
391 J. Principals are encouraged to confer with teachers on the criteria/method for selection of  
392 Department Chairperson, Team Leaders, and Grade Level Chairperson. Principal shall publish  
393 criteria/method for selection. Appointments to these positions will be for one (1) year.  
394  
395 K. Custodial service shall be provided by the Board to maintain classrooms and other areas of each  
396 school in a clean condition except in cases of emergency.  
397  
398 L. The school performance plan (SPP) will be developed with the input from teachers at each school  
399 site.  
400

401 M. Elementary teachers may use the time during which their students are in special classes as  
402 preparation periods. Exceptional student education teachers are entitled to a preparation period  
403 the same as elementary classroom teachers. The preparation period will not be preempted for duty  
404 or activities not related to lesson planning and preparation.

406 N. Collaborative Planning Groups will provide to principals a schedule of dates and times they  
407 will meet and discuss instructional strategies, practices, and content for a minimum of thirty  
408 (30) consecutive minutes once per week. When necessary, principals will flex the personnel's  
409 work week to accommodate the thirty (30) consecutive minutes.

411 O. The length of the teachers' professional day shall be seven and one-half (7.5) hours including a  
412 preparation period and a duty-free lunch period.

414 The preparation period shall be not less than one instructional period in secondary school. In a  
415 standard week, elementary teachers will have 225 minutes per week during the student  
416 instructional day with at least thirty (30) consecutive guaranteed minutes every day.

418 The duty-free lunch period shall be a minimum of thirty (30) minutes. Teachers may be required  
419 to remain with the students during the lunch period for three of the first five days of school. The  
420 district recognizes the sooner the students can be placed in their regular routine, the better.  
421 During an emergency, teachers shall be called back for supervisory duties during the lunch  
422 period. (A planned event cannot be considered an emergency.) The duty-free lunch period will  
423 be waived for preschool handicapped and pre-kindergarten early intervention teachers. However,  
424 their workday should be adjusted for a thirty (30) minute duty-free period sometime during the  
425 7.50 hour day.

427 ESE teachers responsible for managing an IEP caseload, will be provided four (4) days and be  
428 paid per the Appendix each school year to complete required paperwork and/or to hold IEP  
429 meetings. The District ESE department will verify each teacher's caseload. During a Florida DOE  
430 FEFP FTE/Transportation audit year, ESE teachers managing an IEP caseload will be paid per  
431 the Appendix. If the teacher fails to complete the student IEP's, the teacher will forfeit the  
432 money.

434 Secondary school teachers will have no more than five (5) regular class periods with at least one  
435 (1) preparation period. The preparation period shall not be preempted for duty or activities not  
436 related to lesson planning and preparation.

438 Additional assignments related to the instructional program may be made during the specified  
439 day as required. Assignment limitations contained in this paragraph may be waived in case of  
440 an emergency.

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

450

451 Duties will include but not be limited to:

- 452
- 453 1. teachers as advisors duties;
  - 454 2. supervisory duties;
  - 455 3. study halls; In the event that study hall enrollment exceeds 45, the Equitable Duty  
456 Committee will act to supply an additional teacher to share the duty.
  - 457 4. committee assignments for curriculum projects, accreditation projects;
  - 458 5. teachers who sponsor non-supplemental school clubs and supervise other after-school  
459 activities will be given consideration when duties for the second non-teaching period are  
460 assigned.
- 461

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

464

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

469

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

474

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

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

496

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

499

500 S. Substitute teachers shall be employed for all absent teachers, including special areas, when

501 feasible and/or possible. This statement should not be construed to mean that teachers on duty  
502 will be assigned to cover the absent teacher's classroom unless in an emergency.

503  
504 T. Teachers shall not conduct bomb searches. At the direction of the principal, teachers shall  
505 visually check their area of normal responsibility and report any suspicious items. A teacher's  
506 area of normal responsibility shall be defined prior to any visual check.

507  
508 U. When available, substitute assistants will be employed for absent assistants.

509  
510 V. When inclusion is deemed an appropriate placement by the IEP team for a medically fragile  
511 student, the teacher, except in emergency situations, will not be responsible for the delivery of  
512 specialized health care procedures not specifically delineated as the proper responsibility of  
513 certified teaching personnel according to "Guidelines for the Delineation of Roles and  
514 Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting, May  
515 1, 1990".

516  
517 W. The District and the Association shall continue to work together in an effort to make a substitute  
518 call-in system a viable system for all employees who require a substitute.

519  
520 Reasonable effort will be made by the District to:

- 521  
522 1. Provide an adequate pool of qualified substitutes,  
523 2. Minimize meetings and training sessions on Fridays and any day prior to or immediately  
524 following a holiday.

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

- 527  
528 1. Report absences to the nearest quarter of an hour to the system as soon as possible,  
529 2. Report TDE absences and any other planned absence to the system as far in advance as  
530 possible.  
531 3. In emergency situations when a teacher is required to leave school and the system is not  
532 involved, teachers may voluntarily cover for each other. If a teacher is required to leave  
533 for an emergency with more than ¼ of the school day remaining, every effort will be  
534 made to secure a substitute. If a substitute cannot be obtained, teachers shall voluntarily  
535 cover for each other.  
536 4. When coverage of a class is required for more than a ¼ day and the SEMS system has  
537 been notified to obtain a substitute teacher for that absence, yet has been unable to obtain  
538 a substitute, that class will not be combined with other classes until all available personnel  
539 have been utilized.

540  
541 X. Lesson Plan Guidelines

- 542  
543 1. Lesson planning is an essential element of effective and highly effective teaching. All  
544 teachers are expected to have current plans for the subjects they teach.  
545  
546 2. Lesson planning involves consideration of key elements including the school's SPP  
547 initiatives, student learning goals, curriculum standards, essential questions, research-  
548 based learning experiences, resources, differentiation, formative and summative  
549 assessment, and reflection.

- 551                   3. The Teacher’s sequential lesson plans should be accessible in the classroom at all  
552                   times. Teachers should have an emergency lesson plan available.  
553
- 554 Y.           A teacher’s social security number shall not be required on attendance sheets at a workshop,  
555           conference, or in-service.  
556
- 557 Z.           The District will pay the costs for fingerprinting for instructional personnel when needed for re-  
558           certification.  
559
- 560 AA.       Flex Days, Pre- and Post-Planning Days
- 561       1. Preplanning and Flex Days
- 562       a. Pre-planning shall be defined as the weekdays immediately prior to the first day for students.  
563       There will be up to four pre-planning days to include district or school professional  
564       development days. Teachers may choose to work up to three weekdays prior to pre-planning  
565       and flex those days on any end of quarter teacher workday or end of year teacher workday,  
566       other than the day immediately following the last day for students.
- 567       b. Teachers must notify principals in advance as much as possible as to flex days they wish to  
568       take.
- 569       c. Teachers who elect to utilize flex days before pre-planning shall not be required to attend  
570       workshops, meetings, or conferences on those days. Teachers who choose to attend approved  
571       workshops, meetings, or conferences on flex days will receive credit for working the flex day  
572       provided the workshop or meeting lasts at least 6 hours.
- 573       d. Newly hired teachers in the district may be required to use “flex days” and attend new  
574       teacher orientation.
- 575       2. Teacher Workdays
- 576       Teachers will not be required to attend meetings during the teacher workdays at the end of the  
577       1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> nine-weeks grading periods.
- 578       3. Post Planning
- 579       One faculty meeting may be held on the first teacher workday following the last day for  
580       students, but shall last no longer than two hours.
- 581
- 582 BB.       Teachers serving as Peer Mentors will receive a stipend per the Appendix when expectations  
583       are met for mentoring a first year teacher on a Temporary Certificate or for mentoring a first  
584       year teacher on a Professional Certificate. Teachers new to Okaloosa County with outside  
585       experience will be offered a peer mentor in writing. If the teacher accepts, a peer mentor will be  
586       assigned, and the mentor will receive a stipend per the Appendix after completing the  
587       mentoring process. A Peer Mentors will receive one days of release time for each mentee  
588       assigned and the Mentee will receive three days of release time. These release time days are to  
589       be used for attendance at training, consultation, planning, and review of materials. Peer Mentors  
590       may be assigned no more than two Mentees per school year.
- 591
- 592 CC.       The Association may participate in any beginning of the year new teacher orientation programs.  
593
- 594 DD.       Instructional Coach Program  
595



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

602  
603 Teachers, instructional coaches, and administrators will meet collaboratively to develop a School  
604 Performance Plan (SPP) in the areas of ELA, Math, Science, and Social Studies. This  
605 collaborative process will include goal setting, identifying areas of need, and developing  
606 differentiated professional learning experiences geared to impact classroom instruction and  
607 student achievement. The SPP will serve as the school's guideline for instructional expectations  
608 in the classroom. Instructional Coaches may be used to support teachers in meeting those  
609 expectations through modeling and other professional development activities as requested by the  
610 teacher.

611  
612 Administration may direct individual grade levels/departments to work collaboratively with the  
613 Instructional Coach to support the implementation of the SPP.

614  
615 Of utmost importance to the program is the trust level developed between the teacher and the  
616 Instructional Coach. Consequently, any specific information about what a coach sees in a  
617 classroom shall be kept absolutely confidential. Administration should not inquire about specific  
618 items that a coach has seen which would impact evaluations or decisions about an individual's  
619 continued employment. Evaluation of personnel is to be conducted according to the Master  
620 Contract and no information about an individual derived specifically from the Instructional  
621 Coaching program shall be used to support decisions in regards to an individual's job status. The  
622 Instructional Coach Supervisor and Instructional Coaches shall be instructed not to give such  
623 information to the administration and/or other personnel should they ask and further to report any  
624 such request to the Superintendent or designee, and the administrator's immediate supervisor.  
625 Instructional Coaches shall be paid for any days beyond the 196 day rate at the negotiated rate.  
626 Coaches will be expected to contact all of their assigned teachers with timely information.

627  
628 Refusal to implement an Instructional coach methodology will not result in disciplinary action.  
629 However, failure to improve a noted area of concern could affect the Teacher's Evaluation. It is  
630 not the intent of the district to add to the teacher's workday, specifically because of this program.

631  
632 Programs shall occur within the 7.50 hour day and teachers should not be required to forfeit  
633 planning time involuntarily because of this program. Substitutes shall be provided to help  
634 facilitate appropriate communications. OCEA shall be welcome to observe the training of  
635 literacy/math/science coaches. If it is determined that an Instructional Coach has violated  
636 confidentiality, they will not be allowed to continue in this program. If it can be shown that a  
637 coach has violated the confidentiality of this program, they will be returned to the classroom if  
638 they were transferred originally.

639  
640 Instructional Coaches will be paid the hourly rate for training if they are required to train outside  
641 their normal contract hours unless arrangements are agreed to on flex time before the training  
642 occurs.

643  
644 EE. Employees shall be admitted without charge to any school-sponsored athletic event. The  
645 provision shall not apply to state athletic playoff events. The employee will provide some form of

- 646 identification that verifies their school board employment to gain admission. This shall apply to  
647 employees only.  
648
- 649 FF. Teachers will use the electronic gradebook when and where applicable.  
650
- 651 GG. Employees required to move from one assigned classroom to another shall be provided assistance  
652 when moving boxed or packed material form one classroom to another.  
653
- 654 HH. Communication between parents and teachers is vital. Teachers may choose the form of  
655 communication between teacher and parent.  
656
- 657 II. The mailroom and employee break room will not be used as places for solicitation.  
658
- 659 JJ. After the first two weeks of each semester, teachers must be provided ample written notice before  
660 new students or students with schedule changes may be placed in their classes.  
661
- 662 KK. Test administration and proctoring responsibilities will be equitably distributed among each  
663 school's eligible staff.  
664
- 665 LL. Teachers responsible for completing kindergarten report cards will be provided one-half (.5)  
666 day of TDE at the end of the 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> nine-weeks and one (1) day at the end of the 4<sup>th</sup>  
667 nine-weeks for the purpose of completing the one-on-one student assessment required to  
668 complete the report card. The TDE day shall be taken within the 5 school days prior to the  
669 end of each nine-week grading period.  
670
- 671 MM. DJJ and Winter Break  
672
- 673 1. A staff member would be able to have off during winter break by agreeing to do the following:  
674 a) Work a full day on Veteran's Day on November 11  
675 b) Attend job-alike meetings for 2-3 hours at a time (similar to grade level meetings)  
676 c) Work at your job site for 2-3 hours at a time  
677 d) These hours must be done after your normal workday  
678 e) You must sign in and out  
679 f) The number of hours completed must be equal to the number of days you want off  
680 during winter break (1-4 days)  
681 g) Staff can do any combination of number 1, 2, 3 but staff must participate in at least two  
682 job-alike meetings.  
683
- 684 NN. Drug and/or alcohol testing will be conducted for employees under the following circumstances:  
685
- 686 1. An employee may be subject to drug testing when reasonable suspicion is determined under  
687 applicable laws that the employee is using or has used drugs.  
688
- 689 2. An employee shall be subject to a drug screen immediately following a work-related accident  
690 or injury.  
691
- 692 Refusal to submit to a drug/alcohol test following a work-related accident or injury shall subject  
693 the employee to loss of workers' compensation benefits.  
694  
695

696 OO. Each school will assign a Title I contact teacher to be responsible for collecting and submitting  
697 documentation for the Title I compliance bin. This teacher will receive the equivalent of two TDE  
698 days per school year.  
699

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701  
702

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

703 A. Administrators will make efforts within reason to ensure that teacher student ratios are equitable  
704 within schools. Administrators will also make efforts within reason to ensure that students are  
705 distributed in such a way that no one teacher is tasked with any particular subgroup without  
706 additional accommodation, assistance, or support.  
707

708 B. Definitions:  
709

710 1. Class Size is the number of students assigned to a teacher for a period of instruction. In  
711 elementary schools, where one teacher directs all learning, it is the number of students for whom  
712 a teacher is responsible daily. In secondary schools or other schools in which teachers are  
713 responsible for instruction in a particular subject, it is the number of students for whom a teacher  
714 is responsible during a single period.  
715

716 2. Class Load is the number of students for whom teachers are responsible daily where the  
717 teacher is assigned more than one class each day.  
718

719 If a class consists of two grades, whichever of the two grades' maximum class size is the  
720 smallest shall be the maximum class size for that class.  
721

722

723 3. Maximum Class Size and Class Load  
724

725 a. Elementary  
726

727	Kindergarten - 1 <sup>st</sup> grade	24*
728	Grades 2-3	25*
729	Grades 4-5	28*

730

731 \*This does not apply to Special Area Teachers  
732

733 b. Secondary  
734

735	Academic and Vocational	150 (maximum class load)
736	Physical Education	220 (maximum class load)

737

738 C. Teachers whose class size exceeds the limits listed in Maximum Class Size and Class Load shall  
739 request relief from their principal.  
740

741 D. The Principal or his designee will explore with the teacher all practical ways either to reduce the  
742 class size or to provide relief through local means without commitment of additional funds. If  
743 class size and class load cannot be reduced and it is determined that class size and class load has  
744 exceeded the maximum, adequate teacher relief will include but not be limited to the following:  
745 (1) aides, (2) additional equipment or materials, (3) compensatory time, (4) exchange of students,

746 (5) changing physical space, (6) an additional teacher. The time frame for hiring additional  
747 personnel under this provision will be consistent with district personnel policy and Article IX.  
748

- 749 E. Every effort will be made to have not more than three (3) subject area preparations per day.  
750  
751 F. General Education Elementary teachers who are assigned more than one grade level in their class  
752 will receive an annual supplement per the Appendix.  
753  
754 G. Speech/Language Pathologists, Occupational Therapists and other employees who are required to  
755 complete Medicaid billing paperwork will be assigned a maximum of 60 students for whom they  
756 must complete reports.  
757

### 758 **ARTICLE VIII - TEACHERS AUTHORITY AND PROTECTION**

- 759  
760 A. Any case of school related assault upon a teacher, either physically or verbally, shall be promptly  
761 reported to the Board or its designated representative. Teachers have the right to report such  
762 assault to the appropriate legal authorities. The Board shall save harmless and protect all teachers  
763 to the extent of Board liability under the laws of Florida. Time for appearances before a judicial  
764 body or legal authority when in connection with any incident in this Article shall result in no loss  
765 of wages or reduction in accumulated leave.  
766

767 For the purpose of this provision, an “assault” is an intentional, unlawful threat by word or act to  
768 do violence to the person of another, coupled with an apparent ability to do so, and doing some  
769 act which creates a well-founded fear in such other person that such violence is imminent.  
770

- 771 B. It is the responsibility of the teacher to maintain a satisfactory level of control and discipline. The  
772 Board recognizes its responsibilities to offer reasonable assistance to the teacher in meeting this  
773 responsibility.  
774  
775 C. A teacher may impose classroom discipline where necessary in cases of minor infractions and  
776 may use such reasonable force as may be necessary to protect themselves and other students from  
777 the disruptive student(s).  
778  
779 D. Every effort shall be made to informally resolve complaints made against instructional personnel  
780 by parents, students, or other individuals. Instructional personnel will be notified and given an  
781 opportunity to respond within five (5) working days when the administrator becomes aware of an  
782 alleged incident/complaint.  
783

784 Failure of instructional personnel to respond in a timely manner does not limit the timeline for  
785 taking administrative action.  
786

787 If investigation of a complaint warrants official action, (written notice, reprimand,  
788 recommendation for disciplinary action, etc.) documentation including written acknowledgment  
789 of instructional personnel must be filed in compliance with Personnel Record laws and rules.  
790

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

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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. Two teachers 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. Any expansion of the Placement Review Committee shall maintain the ratio specified in HB 341; two members selected by the faculty for each member 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.

- 845 K. Personnel files and letters of reprimand: At the request of an employee, written reprimands,  
846 material of a derogatory nature or complaints in an employee's personnel file may be appended  
847 with the notice that the material is no longer relevant for disciplinary purposes, provided there has  
848 not been a recent incident of a similar problem or complaint.  
849
- 850 L. Employees covered by this collective bargaining agreement shall not have the responsibility of  
851 direct supervision of outside non-instructional contractors as amended by SB 988, unless  
852 employee volunteers for specific situations.  
853
- 854 M. Teachers will receive communication from a dean or administrator regarding disposition of a  
855 written discipline referral within five (5) workdays after the referral is submitted by the teacher.  
856  
857

## ARTICLE IX - GENERAL EMPLOYMENT PRACTICES

### A. Vacancies

860  
861  
862 Vacancies shall be defined as any bargaining unit positions to be filled. Posting of vacancies  
863 shall comply with Article X, B - Voluntary Transfers.  
864

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

872 2. Teachers employed to fill vacancies shall have applied for or have a valid Florida  
873 teaching certificate and shall be placed at the appropriate step of salary schedule upon  
874 employment, based on experience and training.  
875

### B. Vacancies in Promotional Positions

876  
877  
878 1. Promotional positions are defined as positions included on the Administrative Salary  
879 Schedule or twelve (12) month instructional positions.  
880

881 2. All vacancies in promotional positions, as defined herein, shall be posted in OASIS.  
882

883 3. Teachers who desire to apply for such vacancies shall submit their applications through  
884 OASIS.  
885

### C. Summer Program and Summer Academic Program

886  
887  
888 1. Teachers in the summer program and summer academic program shall be paid in  
889 accordance with the salary schedule which is attached to and is an appendix of this  
890 agreement.  
891

892 2. Teachers in the summer program shall be entitled to one and one-half (1.5) sick leave days  
893 at the rate of one (1) day of sick leave for twenty (20) workdays. If such leave is not used  
894 during the Summer Program, the unused summer school leave shall be paid to the

- 895 employee at the end of the session based on the Summer School Salary Schedule.  
896  
897 3. Teachers employed for summer positions shall be notified by letter stating the conditions  
898 under which they will be employed prior to the beginning of their program.  
899  
900 4. Should registrations not be adequate to maintain classes, the teachers shall be paid for the  
901 first class period.  
902  
903 5. Positions for summer programs shall be filled by personnel within each school if the programs  
904 are held at each school. A principal may seek teachers from other schools in the district if no  
905 one is certified to teach a particular course. A principal will notify Human Resources of any  
906 unfilled positions; Human Resources will then notify all teachers via the email system of the  
907 unfilled positions with instructions on how to notify the Principal of their interest. A substitute  
908 may be hired if no other teacher in the district is available to fill the position.  
909  
910 6. Summer programs will rotate on an annual basis among all the schools in a zone unless each  
911 school conducts its own program. If a school cannot be in the annual rotation, the teachers  
912 at that school will have priority for positions in the year that the summer session would have  
913 been held at that school.

914  
915 D. Hourly Instructional Program  
916

- 917 1. All hourly instructional personnel including vocational-technical, adult education and  
918 compensatory education programs shall be paid in accordance with the hourly rate on the  
919 Salary Schedule and shall not earn sick leave.  
920  
921 2. Instructors appointed for positions in these programs shall be notified stating the  
922 conditions under which they will be employed prior to the beginning date of their  
923 program.  
924  
925 3. Should registrations not be adequate to maintain classes, the instructor shall be paid for  
926 the first class period.  
927

928 E. Supplemental Positions  
929

- 930 1. Supplemental positions shall be those listed in Appendix. Any additional supplements  
931 must meet the provisions of Article XXI (Waiver Procedure).  
932  
933 2. The Board and the Association recognize supplemented positions to be those positions  
934 with duties over and above those of a full-time certificated instructional employee. The  
935 Board shall make annual appointments of teachers to supplemental positions six (6)  
936 weeks prior to the end of post school planning when feasible. Once notified of their  
937 appointments, such teachers shall not be dismissed from supplemental positions without  
938 just cause for the appointed year.  
939  
940 3. Salaries for supplemental positions shall be paid only to persons who fulfill the  
941 responsibilities of supplemental positions listed in Appendix.

- 942  
943 4. When possible, the Board shall notify all supplemental teachers of their supplemental  
944 calendar prior to post planning of each school year.  
945  
946 5. Supplemental positions will be posted, along with the job description, at the appropriate  
947 work site three (3) working days (exclusive of weekends and holidays), prior to the filling  
948 of the position.  
949  
950 F. A seniority list based upon date of hire in the district will be provided to OCEA on a monthly  
951 basis.  
952  
953

954 **ARTICLE X - TRANSFERS AND REASSIGNMENTS**  
955

956 A. The Board and the Association recognize that frequent transfers of teachers from one school to  
957 another may disrupt the education process and interfere with optimum teacher performance;  
958 however, they also recognize that some transfers will be necessary for administrative purposes  
959 and to insure a fair distribution of experienced and qualified teachers throughout the system.  
960 Management reserves the right for the principal to accept voluntary transfers of certified  
961 instructional personnel within the school staff prior to advertising.  
962

963 B. Voluntary Transfers  
964

- 965 1. After consideration of in-school personnel, vacancies that will extend beyond ninety (90)  
966 days shall be posted utilizing the OASIS program.  
967  
968 2. Duration of the posting shall be for two (2) working days. The transfer period will be  
969 reduced to one (1) working day for two weeks beginning on the first day of preplanning.  
970  
971 3. Instructional employees wishing to transfer shall submit an on-line application on-line  
972 using OASIS.  
973  
974 4. In acting on requests for voluntary reassignments and/or transfers the following criteria  
975 will be applied:  
976  
977 a. certification  
978 b. instructional requirements,  
979 c. individual or personal qualifications and evaluations,  
980 d. length of continuous service within the bargaining unit,  
981 e. specialty experience,  
982 f. principal's acceptance of applicant.  
983

984 C. Involuntary Transfers  
985

- 986 1. A vacancy should not be filled by means of an involuntary transfer or reassignment unless  
987 the transfer is deemed by the Board to be in the best interest of the Okaloosa County  
988 School System.  
989  
990 2. Notice of an involuntary transfer or reassignment will be given to teachers as soon as  
991 practicable.



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3. Involuntary transfer and reassignment will occur as infrequently as possible and should be limited to meeting the requirements of class size, experience of staff and personal adjustment for specific teachers. Involuntary transfers for any other reason must be approved by the Superintendent, which would provide the teacher the opportunity to address the Superintendent regarding the transfer.
  4. No employee shall be involuntarily transferred until management has first given qualified employees the opportunity to transfer voluntarily. When an involuntary transfer or reassignment is necessary, a teacher's (1) areas of certification, (2) evaluation reports of service within the bargaining unit, and (3) length of continuous service within the bargaining unit, will be considered in the order listed in determining which teachers are to be transferred or reassigned. Involuntary transfers shall not be arbitrary, capricious, nor based upon one year's student test scores. In exceptional cases where the problem calling for the transfer or reassignment cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Superintendent. Full justification will be provided the teacher involved and become a matter of record.
  5. Employees receiving an involuntary reassignment during the school year to a different room shall receive two (2) preparation days prior to the start of the involuntary reassignment. Employees receiving an involuntary reassignment during the school year not involving a change of rooms shall receive one (1) preparation day prior to involuntary reassignment.
  6. The School Board recognizes that extra work is required of teachers when schools are closed and/or realigned. The district will provide as much advance notice as possible to teachers who will be relocated because of school closures and/or realignments, in order to allow as much time as possible to pack materials, supplies, etc., and the manpower necessary to facilitate moving. Also, the District recognizes the need to furnish packing materials and supplies i.e. boxes, tape, etc. The District may choose to give additional days of pay or release relocating teachers from responsibilities related to pre and post planning days.
  7. Employees receiving an involuntary reassignment to a different grade level or course preparation shall be notified first by the principal or his or her designee.
  8. Failure by any teacher hired in a teaching and supplemental position to maintain the supplemental position could result in an involuntary transfer.

#### **ARTICLE XI - REDUCTION IN PERSONNEL**

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- A. The Personnel Department shall notify the Association president or designee of anyone who is being placed in lay-off from the bargaining unit before presenting the lay-offs to the School Board.
  - B. If a reduction in staff is determined to be necessary, the following procedure shall be controlling:

- 1042 1. Lay-Offs  
1043  
1044 a. Principals shall determine if “layoffs” are necessary at their schools by area of  
1045 certification. Within area of certification, the first to be laid off shall be the  
1046 teacher who does not have a fully completed evaluation score. If there is more  
1047 than one, the teacher with the lowest “teacher performance score” on the  
1048 evaluation shall be the one in lay off. If there are insufficient numbers at the  
1049 school who do not have completed evaluation scores, then the annual contract  
1050 teacher with the lowest current evaluation scores shall be the one in lay off. If  
1051 there are not sufficient numbers of annual teachers at the school, then the PSC/CC  
1052 teacher who has the lowest current evaluation score shall be placed in lay off.  
1053 When school is in session or one (1) week before school is in session, if there are  
1054 no vacancies to place laid off teachers in, then bumping shall occur. Bumping  
1055 shall occur on a district wide basis.  
1056  
1057 b. Should the prohibition against the previous seniority-based system be removed  
1058 judicially or legislatively, the Board and the Association agree to return  
1059 immediately to the previous system.  
1060  
1061 2. Recall  
1062  
1063 a. The Board shall determine the areas of certification and the number of positions in  
1064 which recall will be made and the number of teachers to be recalled.  
1065  
1066 b. Continuing/professional service contract teachers shall be recalled first in inverse  
1067 order of lay-off. Annual contract teachers shall then be recalled. The order of  
1068 recall of annual contract teachers shall be determined by the Board.  
1069  
1070 c. No new teachers shall be hired in a laid-off teacher's area of certification.  
1071  
1072 d. Laid-off teachers shall remain on the recall list until such time as they are recalled  
1073 or decline employment.  
1074  
1075

## ARTICLE XII - LEAVES

1076 A teacher returning from paid or unpaid leave will be returned to his former or similar position. Such  
1077 teacher shall also be advanced to the appropriate position on salary schedule.  
1078

### A. Sick Leave

- 1081  
1082  
1083 1. Pursuant to State Statute 1012.61 eligibility, “Any member of the instructional staff who  
1084 is unable to perform his or her duty on account of personal illness, accident disability, or  
1085 extended personal illness, or because of illness or death of father, mother, brother, sister,  
1086 husband, wife, child, other close relative, or member of his or her own household, shall be  
1087 granted leave of absence for sickness by the Superintendent or by someone designated in  
1088 writing by the Superintendent to do so.” “Member of the employee’s own household”  
1089 shall be any individual whose legal residence is the same as the person requesting leave.  
1090 Proof of residence may be driver’s license, utility bill, bank statement, or federal tax form.  
1091 Sick leave shall be taken in hourly increments. In the event an absence exceeds five (5)

1092 consecutive workdays, a certificate from a licensed physician shall accompany the Sick  
1093 Leave Claim.

1094  
1095 2. Each member of the instructional staff is entitled to four (4) days of sick leave as of the  
1096 first day of employment of each current year, and thereafter is credited with one (1)  
1097 additional day of sick leave at the end of each month of employment pursuant to Florida  
1098 Statute 1012.61. However, no employee may earn, during a fiscal year, more than a total  
1099 of one (1) day of sick leave for each month of employment.

1100  
1101 3. If a teacher is employed for ten (10) months, then he can accrue a maximum of ten (10)  
1102 days per year, provided that such leave shall be taken only when necessary, because of  
1103 sickness herein described. Such leave shall be cumulative from year to year without a  
1104 limitation on the number of days to be accrued.

1105  
1106 4. Any leave taken under this section that qualifies for leave under the Family Medical  
1107 Leave section of the Article shall be taken in conjunction with the Family Medical Leave  
1108 section.

1109  
1110 5. An employee may authorize the use of the employee's accrued sick leave by a spouse,  
1111 child, parent, current in-laws, or sibling who is also a school board employee. The  
1112 following restrictions apply:

- 1113  
1114 a. The recipient may not use the donated leave until all of the recipient's sick leave  
1115 has been depleted, including sick leave from a sick leave pool if the recipient  
1116 participates in a sick leave pool;  
1117 b. Donated sick leave has no terminal pay value;  
1118 c. The donor may not draw sick leave from a sick leave pool until the donor has  
1119 used unpaid leave for the number of donated days.

1120  
1121 B. Paid Personal Leave

1122  
1123 A member of the instructional staff may use six (6) days of cumulative sick leave each year for  
1124 personal reasons. These six (6) days cannot be accrued from year to year. No more than six (6)  
1125 personal leave days may be used consecutively. A teacher using personal leave shall make a  
1126 good faith effort to notify the principal or designee at least twenty-four (24) hours prior to taking  
1127 such a leave. Personal leave shall not be available in any one school on a given student day to  
1128 over fifteen percent (15%) of the teachers except in cases of emergency. Such leave shall be  
1129 granted based upon first notifying the principal.

1130  
1131 C. Annual Leave

1132  
1133 1. Full time employees who are employed on a twelve (12) month basis shall accrue annual  
1134 leave as follows:

1135  
1136 a. An employee with less than five (5) years continuous service in the district at the rate  
1137 of one (1) day per month for each month of full-time employment.

1138  
1139 b. An employee with five (5) years or more of continuous service in the district at the  
1140 rate of one and one-quarter (1.25) days per month for each month of full-time  
1141 employment.

- 1142  
1143 c. An employee with ten (10) years or more of continuous service in the district at the  
1144 rate of one and one-half (1.5) days per month for each month of full-time  
1145 employment.  
1146  
1147 d. An employee with fifteen (15) or more continuous service in the district at the rate of  
1148 one and three-fourths (1.75) days per month for each month of full-time  
1149 employment.  
1150  
1151 2. Annual leave shall accrue at the close of each month.  
1152  
1153 3. Annual leave shall be approved by the Superintendent upon written request from the  
1154 employee and with prior approval of the employee's immediate supervisor. No employee  
1155 or group of employees may be required to take annual leave.  
1156  
1157 4. This leave may not be taken until accumulated. An employee will be allowed to  
1158 accumulate up to 500 hours.  
1159  
1160 5. Upon retirement or termination for any reason an employee is entitled to full payment at  
1161 his current daily rate for any unused accumulated annual leave up to the maximum allowed  
1162 by School Board Policy.  
1163

1164 D. Personal Leave Without Pay  
1165

1166 Any absence beyond accrued leave must be approved by the School Board prior to the absence  
1167 except in case of documented emergency. Illness with doctor's excuse is considered a  
1168 documented emergency. Other personal/emergency leave requires that written  
1169 documentation/verification accompanies the Request for Leave and that all personal leave has  
1170 been exhausted.  
1171

1172 Absences without approved leave are subject to disciplinary action and/or termination.  
1173 Employees can be assured that all requests for Leave without Pay (LWOP) will be submitted to  
1174 the School Board with a recommendation by the Superintendent for approval or non-approval.  
1175 Employees on personal Leave without Pay (LWOP) will not be allowed to switch to paid leave  
1176 without first coming back to work. This provision shall have no effect on the use of the sick  
1177 leave pool.  
1178

1179 Any leave taken under this section that qualifies for leave under the Family Medical Leave  
1180 section of the Article shall be taken in conjunction with the Family Medical Leave section.  
1181

1182 If an employee is listed on the Leave without Pay report for taking unpaid leave without their  
1183 supervisor's approval, the employee will be removed from the Leave without Pay report if the  
1184 employee does not receive additional LWOP-related discipline for twenty-four (24) months.  
1185

1186 E. Illness/Injury-in-line-of-duty  
1187

1188 Any member of the instructional staff shall be entitled to illness-in-line-of-duty leave when the  
1189 member is to be absent from duties because of illness from any contagious or infectious disease  
1190 contracted in the school or injury suffered while on duty.

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

- 1241 6. Bereavement leave may not be used more than twice during a fiscal year.  
1242
- 1243 G. Sabbatical Leave  
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- 1245 For the encouragement of continued professional development and the resulting improvements in  
1246 the quality and level of experience of the teaching staff, sabbatical leave without pay for up to one  
1247 (1) school year shall be granted by the Board.  
1248
- 1249 1. Any teacher who has satisfactorily completed six (6) consecutive years of teaching in the  
1250 school district may apply for sabbatical leave.  
1251
- 1252 2. A sabbatical leave without pay may be granted to permit a teacher to engage in study,  
1253 research, or other reason approved by the Board.  
1254
- 1255 3. A teacher who requires a sabbatical leave for study will be expected to enroll as a full-time  
1256 student at an institution of higher education.  
1257
- 1258 4. The Application for Sabbatical Leave (Appendix D) including a plan for study and/or  
1259 travel must be submitted to Human Resources as soon as feasible. Applicants will be  
1260 notified as soon as a decision is reached. A teacher receiving permission to take a  
1261 sabbatical leave shall inform the Superintendent in writing within fifteen (15) days of the  
1262 teacher's intention to either accept or decline such leave.  
1263
- 1264 5. Not more than six (6) teachers represented in the bargaining unit shall be granted  
1265 sabbatical leave during any one (1) school year.  
1266
- 1267 6. Applications for sabbatical leave will be screened by a committee of six (6) members.  
1268 Three (3) members of the screening committee are to be appointed by the Superintendent  
1269 and three (3) members are to be appointed by the President of the Association. Criteria to  
1270 be considered by the screening committee in reviewing applications for sabbatical leaves  
1271 will include need, area, and plan of study and/or travel, seniority, and past contributions to  
1272 the school district. In all cases, a teacher making application for the teacher's first  
1273 sabbatical leave shall have preference over one who has previously had sabbatical leave.  
1274 Upon termination of sabbatical leave, a teacher shall not be entitled to another sabbatical  
1275 leave until he/she has completed an additional six (6) full years of service in the school  
1276 district.  
1277
- 1278 7. In addition to the six (6) teachers approved, a list of alternates will be established. The  
1279 alternates will be ranked according to their precedence, previously established by the  
1280 committee. Should any of the original choices decline his sabbatical leave due to a change  
1281 in plans or lack of acceptance in a program, the first alternate shall be notified and  
1282 considered. This process shall continue through the list of alternate-designees until all  
1283 approved applications have been utilized.  
1284
- 1285 8. The teacher upon returning will be returned to the teacher's former position or a similar  
1286 position. Such teacher shall also be advanced to the appropriate position of the salary  
1287 schedule as if the teacher had been in actual service in the district during the period of  
1288 sabbatical leave.  
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- 1291 H. Professional Leave With Pay  
1292  
1293 1. Members of the teaching profession who are working on an advanced degree or are taking  
1294 courses to enhance their knowledge of their major field, may be granted professional leave.  
1295 This professional leave with pay should not exceed a total of six (6) days of pre-school  
1296 and post-school planning periods during any one (1) year and such professional leave with  
1297 pay should not be granted in excess of five (5) summers.  
1298  
1299 2. The Superintendent after receiving from the Association a list of certified delegates shall  
1300 grant to each Association delegate two (2) leave days with pay for the purpose of attending  
1301 the Florida Education Association annual convention. The total number of delegates au-  
1302 thorized to attend will represent five (5%) percent of the Association membership plus five  
1303 (5) delegates at large. The Association will reimburse the school district the full cost of the  
1304 employees attending.  
1305
- 1306 I. Parental Leave  
1307  
1308 1. 1. The School Board shall grant unpaid leave for the purpose of childbearing, adoption  
1309 and/or child rearing for up to one (1) year, provided sufficient notice is given and that a  
1310 contractual relationship exists which will be in effect during the period of leave. Prior to  
1311 the commencement of such leave, the employee may utilize any portion of accrued sick  
1312 leave. If possible, the effective date for the suspension of services shall be mutually  
1313 agreed to by the employee and immediate administrative supervisor. Such decisions shall  
1314 be based on, but not limited to, physical condition, effectiveness in performing assigned  
1315 duties, availability of replacement, term of service required for credit for a year of service,  
1316 and the recommendation of the attending physician. The employee will not be allowed to  
1317 return to work during parental leave for flex days, pre-planning, post-planning or any other  
1318 paid or compensatory status unless he or she agrees to terminate the leave period.
- 1319  
1320 2. An employee who is in annual contract status and is granted leave shall be duly  
1321 reappointed and/or under contract to render services for the school year during which the  
1322 leave will occur before such leave can be approved. Leave granted under these conditions  
1323 shall not be interpreted to assure reappointment for the subsequent school year. However,  
1324 the principal shall recommend for or against the employee's reappointment at the time of  
1325 annual recommendations provided that appropriate written notice of intent to return to  
1326 work was provided on or before March 1 by the employee. Any employee whose services  
1327 are not satisfactory and who would not, at the time of leave, be considered for  
1328 reappointment shall be granted leave for the remainder of the school year only. Under no  
1329 conditions shall such leave be granted unless the employee has signed a contract or  
1330 received the Superintendent's notice of reappointment covering the period of the requested  
1331 leave.  
1332
- 1333 J. Leave of Absence  
1334  
1335 1. A leave of absence without pay of up to two (2) years may be granted to any teacher, upon  
1336 application, for the purpose of serving as full-time paid officer of a national, state, or local  
1337 professional organization. Upon return from such leave, the teacher shall be returned to

1338 his former position or a substantially similar position for which the teacher is certified.  
1339  
1340 2. Any teacher granted leave of absence as provided in this Article shall be given the  
1341 opportunity, unless otherwise provided, to continue insurance coverage in existing school  
1342 programs during the leave, providing that the premium, in full, for such insurance  
1343 programs shall be paid by the teacher on a monthly basis in advance of the month due.  
1344

1345 K. Temporary Leave  
1346

1347 Each principal shall have the authority to equitably release teachers for one and a half (1.5) hours  
1348 or less of student contact time. Employees may include lunch time to extend the 1.5 hours only if  
1349 the time gone encompasses regular lunch time. In cases where other staff members are able to  
1350 conduct missed classes of the excused teacher and a substitute is not required, it shall not be  
1351 necessary to charge the excused teacher with personal or sick leave.  
1352

1353 Teachers must sign out to fulfill this requirement and records of these temporary absences must  
1354 be maintained, showing the number of such absences involved.  
1355

1356 Teachers with children attending a public school may have up to one-half (1/2) day TDE per year  
1357 to attend their children's school events or parent/teacher conferences. Absences must be  
1358 coordinated with the teacher's principal to ensure coverage for the teacher. Such leave shall not  
1359 be for taking field trips with their child or attending field days.  
1360

1361 L. Family and Medical Leave Act  
1362

1363 The Board will comply with the Family and Medical Leave Act of 1993. The Family and  
1364 Medical Leave Act entitles an "eligible employee" to take up to a total of 12 work weeks of  
1365 unpaid leave during any 12-month period for the birth of a child and to care for such child, for the  
1366 placement of a child for adoption or foster care, to care for a spouse or an immediate family  
1367 member with a serious health condition, or when he or she is unable to work because of a serious  
1368 health condition. To be eligible for leave, an employee must have worked for the District for at  
1369 least 12 months and for at least 1,250 hours during the 12-month period preceding the  
1370 commencement of the leave. Employee benefits to include sick leave shall not be diminished due  
1371 to compliance with the Family and Medical Leave Act. Sick leave earned while on FMLA can  
1372 only be used after employee returns to work. Family Medical Leave does include unpaid days  
1373 taken under Parental/Maternity or absence due to illness.  
1374

- 1375 1. FMLA can be used in conjunction with paid sick leave after paid sick leave is exhausted.  
1376
- 1377 2. FMLA can be used in conjunction with unpaid leave at the onset of the leave period.  
1378
- 1379 3. FMLA can be used in conjunction with parental leave. This language should not be  
1380 construed to prevent teachers from current option of retaining paid leave days while  
1381 utilizing parental leave.  
1382

1383 M. Jury Duty/Witness Leave  
1384

1385 An employee who is required to serve as a juror or subpoenaed to appear as a witness during  
1386 regular working hours shall be granted paid leave upon proper documentation and application.  
1387 Parties to a civil act or charged with a criminal violation will not be covered under this provision.



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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;
  - b. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
  - c. Obtain services from a victim services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
  - d. Make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
  - e. Seek legal assistance in addressing issues arising for the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic

- 1438 violence.
- 1439
- 1440 3. Except in cases of imminent danger to the health or safety of the employee, or to the health
- 1441 or safety of a family or household member, an employee seeking leave from work under
- 1442 this policy must provide to his or her immediate supervisor appropriate advance notice of
- 1443 the leave as required by the Board’s policy along with sufficient documentation of the act
- 1444 of domestic violence as required by the Board.
- 1445
- 1446 4. An employee seeking leave under this policy must, before receiving the leave, exhaust all
- 1447 annual or vacation leave, personal leave, and sick leave, if applicable, that is available to
- 1448 the employee.
- 1449

1450 P. Emergency Natural Disaster Personal Leave

1451

1452 When schools are reopened following a natural disaster, employees are eligible to apply for

1453 emergency natural disaster personal leave with pay when they can substantiate any one of the

1454 following conditions:

1455

- 1456 1. They were unable to return to work because they evacuated the area;
- 1457
- 1458 2. They suffered damage to their residence;
- 1459
- 1460 3. They were requested to participate in relief efforts and are recommended for leave by their
- 1461 supervisor;
- 1462 4. There were other natural disaster-related circumstances which are documented and they
- 1463 are recommended for leave by their supervisor.
- 1464

1465 The requests must be approved and recommended by the Superintendent or designee. In no

1466 event shall such leave exceed five (5) days. Emergency natural disaster personal leave when

1467 granted shall not be deducted from the employee’s sick leave.

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1470 **ARTICLE XIII - SICK LEAVE POOL**

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- 1472 A. A sick leave pool shall be established for use by participating teachers.
- 1473
- 1474 B. Participation in the sick leave pool shall be voluntary on the part of each teacher.
- 1475
- 1476 C. All full-time teachers shall be eligible for participation in the sick leave pool after one (1) year of
- 1477 employment by the Okaloosa County School Board provided said teacher has accumulated a
- 1478 minimum of twenty (20) days of accrued unused sick leave. Note: the one (1) year of
- 1479 employment does not have to be the year immediately preceding entry in the pool. Any year of
- 1480 employment by the Okaloosa County School District will satisfy this provision for eligibility as
- 1481 long as the twenty (20) days of leave provision is met.
- 1482
- 1483 D. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave
- 1484 balance of the teacher donating such leave and shall not be available to the donating teacher as
- 1485 sick leave.
- 1486
- 1487 E. Any sick leave time drawn from the pool by the participating teacher must be used for the

1488 teacher's personal catastrophic illness, accident or injury. Pregnancy without complications and  
1489 selective surgery are not considered catastrophic.

1490  
1491 F. Each participating teacher shall contribute one (1) day of sick leave in the first month of  
1492 eligibility. No other sick leave contributions will be required, except that each participating  
1493 teacher shall be required to contribute an additional one (1) day of accrued sick leave if the sick  
1494 leave pool balance has been reduced below one (1) day for each two (2) participating teachers.

1495  
1496 1. Teachers shall be eligible to join the sick leave pool during the first twenty (20) school  
1497 days of each school year.

1498  
1499 2. The teacher who cancels membership in the sick leave pool shall not be eligible to  
1500 withdraw the days of sick leave the teacher has contributed to the pool.

1501  
1502 G. A participating teacher shall not be eligible to use sick leave days from the pool until all of the  
1503 teacher's sick leave has been depleted. A teacher so situated shall be eligible to use up to a  
1504 maximum of ninety (90) days of sick leave from the pool within a twelve (12) month period and  
1505 only for approved absences of five (5) continuous paid days or more.

1506  
1507 H. A participating teacher who is eligible to use sick leave days from the pool shall not be required  
1508 to re-contribute such days, except as a regular contributing member.

1509  
1510 I. A teacher who transfers into another school district within the state shall not be eligible to have  
1511 sick leave days from the pool transferred to that school board's sick leave pool.

1512  
1513 J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrong doing, the  
1514 teacher may be required to repay any or all of the teacher's sick leave credits drawn from the sick  
1515 leave pool at the teacher's regular daily rate of pay. Rules adopted for the administration of this  
1516 program shall provide for the investigation of the use of sick leave utilized by the participating  
1517 teacher in the sick leave pool.

1518  
1519 K. A sick leave pool committee selected by the Association shall approve or disapprove all requests  
1520 for withdrawal and shall formulate any additional administrative guidelines as shall be deemed  
1521 necessary.

1522  
1523

#### **ARTICLE XIV-PROFESSIONAL DEVELOPMENT**

1524  
1525  
1526 A. Providing opportunities for professional development is a function of the school district as well as  
1527 the individual schools. Professional development should be meaningful and relevant to the  
1528 individual's job responsibilities.

1529  
1530 B. The district assumes the responsibility of record keeping relevant to employees' professional  
1531 development hours/points earned specific to certificate renewal.

1532  
1533 C. Certified employees may check their professional development history to include hours/points  
1534 earned relative to certificate renewal through the professional growth program. That program is  
1535 maintained by the Professional Development department.

1536  
1537

1538 D. Teachers should be pulled from their classes no more than 37.5 hours per semester and on no more  
1539 than six (6) occasions for any required professional development. During years in which new state  
1540 standards are first implemented, this may be increased to no more than 45 hours per semester and  
1541 no more than six (6) occasions.  
1542

1543 **ARTICLE XV - TEACHER EVALUATION**  
1544

1545  
1546 A. Goals for Evaluation  
1547

1548 The purpose of the assessment and evaluation process is to enhance instruction for students by  
1549 assisting teachers in continuous quality improvement of their professional skills. The method  
1550 designed to achieve this goal must be formalized to the extent it supports decisions on salary,  
1551 transfers, promotions, and dismissals.  
1552

1553 B. Procedure for Evaluation  
1554

1555 It is the responsibility of the principal or the immediate supervisor to mark the evaluation of the  
1556 individual, within the guidelines of the School District of Okaloosa County Teacher Evaluation  
1557 Handbook and prepare a plan for observation which will insure:  
1558

- 1559 1. An orientation with teachers prior to the evaluation process to explain the instrument used  
1560 to support the final evaluation.  
1561
- 1562 2. That teachers will receive their final year end teacher performance ratings prior by May  
1563 15<sup>th</sup>.  
1564
- 1565 3. The opportunity for written response by the teacher to be filed with the evaluation.  
1566

1567 C. PSC Teachers Moved to 90-day Probation  
1568

1569 If an evaluator who is not the principal of the school determines that a teacher who holds a  
1570 professional service contract is not performing the teacher's duties in a satisfactory manner to  
1571 the extent that the teacher may be placed on a 90-day notice of unsatisfactory performance,  
1572 then the principal shall become the official evaluator. Should the decision be made to place  
1573 the teacher on a 90-day notice of unsatisfactory performance, the principal shall notify the  
1574 teacher in writing of such determination. The notice must describe such unsatisfactory  
1575 performance and include notice of all statutory procedural requirements.  
1576

1577 D. Disciplinary Action  
1578

1579 If disciplinary action against a teacher shall be necessary, it shall at all times be in accordance  
1580 with Florida Statutes, State Board of Education Regulations, Okaloosa County School Board  
1581 Policy and this Agreement. No disciplinary action will be taken without just cause.  
1582

1583 E. General  
1584

1585 Changes made by the Teacher Evaluation Committee to the Okaloosa County Teacher  
1586 Evaluation Handbook shall be considered temporarily approved until ratified by both the  
1587 members of the bargaining unit and the Board.

1588 **ARTICLE XVI - POLITICAL ACTIVITY**

- 1589
- 1590 A. All teachers shall have entire liberty of political action when not engaged actively in their
- 1591 employment, provided such action is within the laws of the United States of America and the
- 1592 State of Florida and provided further that such action does not impair their usefulness in their
- 1593 respective capacities in the Okaloosa County School System.
- 1594
- 1595 B. The right of all teachers, when not actively engaged in their employment, to work and vote for the
- 1596 party and candidate of their choice shall not be questioned, abridged, or denied.
- 1597
- 1598 C. All teachers shall be entirely free from political domination or coercion, or the pretended
- 1599 necessity of making political contributions of money or other things of value, or engaging in any
- 1600 political work or activity against their wishes, under the assumption that failure to do so will in
- 1601 any way affect their status as employees of the school system.
- 1602
- 1603 D. Participation on the part of teachers in political activity shall be voluntary.
- 1604

1605

1606 **ARTICLE XVII - ACADEMIC FREEDOM**

1607

- 1608 A. The parties seek to educate young people in the democratic tradition, to foster recognition of
- 1609 individual freedom and social responsibility, to inspire meaningful awareness of and respect for
- 1610 the Constitution of the United States and the State of Florida, and to instill appreciation of the
- 1611 values of individual personality.
- 1612
- 1613 B. Academic freedom shall be guaranteed to teachers in study and investigation of facts and ideas
- 1614 concerning man, human society, the physical and biological worlds and other branches of
- 1615 learning. Teachers will teach the curriculum which shall be open to community and School Board
- 1616 evaluation.
- 1617
- 1618 C. Student grades shall be determined and reported by the classroom teacher whose decision shall be
- 1619 final unless the principal has determined that any grade has been miscalculated. A principal may
- 1620 make reasonable inquiry of a teacher regarding student grades. No teacher shall be coerced into
- 1621 changing a student's grades on assignments, tests, or grades in the teacher's official grade book.
- 1622 Parental challenges to student grades shall follow School Board Policy, Chapter V, Section 8.
- 1623

1624

1625 **ARTICLE XVIII - SCHOOL CALENDAR**

1626

- 1627 A. The Superintendent shall appoint members and the Association shall appoint members to a
- 1628 school calendar committee to meet and confer in order to establish a tentative recommended
- 1629 school calendar.
- 1630
- 1631 B. The school calendar shall not exceed the statutory limits of 196 teacher workdays or 180 student
- 1632 attendance days.
- 1633
- 1634 C. Teachers shall be paid for six (6) holidays during the teachers' school year.
- 1635
- 1636 D. School shall be dismissed early on the last day of school for students.
- 1637

- 1638 E. In the event schools are closed necessitating a change in the calendar the Superintendent or his  
1639 designee will meet and confer with the Association before making a recommendation to the  
1640 Board concerning either making days up or appealing to the State Cabinet to excuse days.  
1641
- 1642 F. The Superintendent or designee shall discuss the calendar for grade submissions for the school  
1643 year with the Association prior to final adoption. Changes to the grade submission calendar shall  
1644 only be made after notification and discussion with the association.  
1645
- 1646 G. During a year when students are not in attendance the entire week of Thanksgiving, twelve-month  
1647 instructional employees shall work 252 days, however, if students are in attendance, twelve-  
1648 month instructional employees shall work 254 days.  
1649  
1650

### ARTICLE XIX - PROFESSIONAL COMPENSATION

- 1651
- 1652
- 1653 A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix of this  
1654 Agreement.  
1655
- 1656 B. Teachers hired after July 1, 2001 receive full credit on the salary schedule for all previous  
1657 accredited public-school experience and acceptable private school experience.  
1658

1659 Teachers hired prior to July 1, 2001 receive full credit on the salary schedule for all previous  
1660 public-school experience in the state of Florida and for out-of-state and private experience up to  
1661 nine (9) years credit as per the initial placement chart.  
1662

1663 Private school experience must be earned in an accredited school which is State or  
1664 Regional accredited and requires state certification. No military experience will be  
1665 used for salary purposes. No credit in excess of that authorized by the salary schedule  
1666 shall be given although no such credit previously granted will be retracted. No credit will be  
1667 given for time which retirement funds have been distributed unless funds were directly rolled  
1668 over to another tax-exempt account. This language will be effective upon the ratification of  
1669 this agreement.  
1670

1671 Teachers are responsible for verification of outside experience. Newly-hired teachers will be  
1672 placed at the beginning step of the salary schedule until they present Human Resources with  
1673 verification of previous experience. During the initial year of hire, experience that has been  
1674 verified will be paid retroactive to the date of hire. Teachers who wish to receive credit for  
1675 outside experience after their first year of hire must present documentation to the Personnel  
1676 Services Department before the 1st of the month to be credited for the experience the  
1677 following payroll period, this experience will not be retroactive.  
1678

- 1679 C. A year's credit for teaching experience shall be allowed for one (1) day over half a year or more  
1680 of actual service within a school year. Parts of two (2) school years may not be combined to meet  
1681 the minimum requirements for one (1) year of service.  
1682

1683 D. Insurance

1684

1685 1. Health Insurance

1686

1687 The Board will make available to eligible employees a group health insurance program.

1688 The Board will offer one insurance plan that is no cost to the employee for employee  
1689 coverage. Other insurance plans available will be offered at a cost share between the  
1690 District and employee to include employee only plans and family plans.

1691  
1692 a. Two-Employee Family Health Coverage - For employees covered under this  
1693 plan the Board shall pay the individual employee's cost for single coverage.  
1694

1695 2. Life Insurance

1696  
1697 The Board will provide all employees a term life insurance policy at an amount not less  
1698 than \$25,000 without cost to the employee. For those employees age seventy (70) and over  
1699 the policy in effect will determine the amount of life insurance coverage.  
1700

1701 3. Dental Insurance

1702  
1703 The Board will make available to eligible employees a dental insurance program.

1704 a. The employee individual coverage will be at no cost to the employee.

1705 b. The Board will pay the individual employee cost of the family dental  
1706 insurance.

1707 c. Two-Employee Family Dental Coverage – For employees covered under this  
1708 plan the Board shall pay the individual employee's cost for single coverage.

1709 Current employees may add dependents to dental coverage at any time subject to a reduced  
1710 benefit package outlined in the dental plan.  
1711

1712 The above provisions apply to all employees who work eighteen and three-quarters (18.75) or  
1713 more hours per week. The Board shall continue to pay its contribution towards premiums for any  
1714 employees injured on the job while they are drawing workers' compensation until final settlement  
1715 is reached.  
1716

1717 New employees desiring to participate in any of the above insurance plans shall pay the  
1718 premiums for the first three (3) months of eligibility. After three (3) months the Board shall pay  
1719 the above insurance provisions. Failure of employees to participate during the three (3) months  
1720 the Board does not contribute shall not affect in any way their ability to participate once the  
1721 Board's contributions would begin.  
1722

1723 E. The Board will provide a minimum of \$25,000.00 life insurance per teacher.  
1724

1725 F. The Board provided health, indemnity; dental and life insurance program will be reviewed prior  
1726 to October 1<sup>st</sup> of each year by the Benefits Oversight Group. Members of this group (Chief  
1727 Negotiator for the Board, District Finance Officer, Chief Negotiator for the Association, and the  
1728 Association President) will review any proposed changes to the above named insurance plans  
1729 (benefits or premiums). Changes to any of the above named plans will be negotiated at the table.  
1730

1731 There will be an open enrollment period for the health insurance thirty calendar days for each  
1732 school year for current employees who wish to enroll or make a change.  
1733

1734 Current employees may add dependents to dental coverage at any time subject to a reduced  
1735 benefit package outlined in the dental plan.  
1736

1737 Enrollment changes in medical and dental coverage due to change in status (marriage, divorce,

1738 birth, adoption, spouse employment/insurance, etc.) will be allowed within thirty days of the  
1739 status change.

1740

1741 Changing to indemnity coverage may be done at any time.

1742

1743 Changes in life insurance may be made any time during the year, but subject to medical  
1744 underwriting.

1745

1746 There will be an open enrollment period for the Board sponsored health, dental, life and  
1747 indemnity insurance coverage for new employees. The open enrollment period will be the first  
1748 thirty calendar days of employment for new employees and the first thirty calendar days of the  
1749 time period the new employee becomes eligible for Board paid coverage.

1750

1751 G. The Board shall pay a teacher for an advanced degree earned from an accredited institution, if the  
1752 teacher was hired before July 1, 2011. The Board shall pay the teacher for an advanced degree if  
1753 hired after July 1, 2011, if it is an area that is on the teacher's current certificate. No teacher  
1754 currently being paid on the advanced degree schedule will be adversely affected by this provision.

1755 Payment for the highest level coverage will begin at the beginning of the pay period following  
1756 receipt of an official transcript reflecting the degree in the Human Resources Department.  
1757 Employees shall be responsible for furnishing these transcripts.

1758

1759 H. A teacher who has reached normal retirement eligibility according to the FRS Pension Plan and  
1760 has been credited with ten (10) years of experience earned in Okaloosa County School System  
1761 shall have ten (10%) percent of the employee's annual salary, excluding supplements paid upon  
1762 the submission of their resignation and completion of the necessary procedures through the  
1763 Human Resources Department. The retirement incentive will not be paid to any teacher who: (a)  
1764 fails to submit a request within one (1) calendar year after the date of separation or (b) continues  
1765 employment beyond June 30 of the year in which the teacher reaches first eligibility for normal  
1766 retirement benefits. It shall be the responsibility of each teacher to determine the teacher's  
1767 eligibility for normal retirement and to meet the requirements set forth in this provision.  
1768 Employees who are members of the FRS Investment Plan will be held to the same normal  
1769 retirement eligibility requirements as the FRS Pension Plan members.

1770

1771 I. The Board shall install a Section 125 Flexible Benefits Plan. The Benefits Oversight Group shall  
1772 make recommendations to the Board regarding set up, installation and operation of the plan.

1773

1774 J. A member of the instructional staff will be paid terminal pay for accumulated sick leave at  
1775 normal retirement or to his beneficiary if service is terminated by death. If termination of  
1776 employment is due to the death of an employee, any terminal pay for sick leave will be made to  
1777 the beneficiary designated on the employee's "Florida Retirement System Beneficiary  
1778 Designation Form." However, such terminal pay shall not exceed an amount determined as  
1779 follows:

1780

1781 1. During the first three (3) years of service in the FRS, the daily rate of pay multiplied by  
1782 thirty-five (35%) percent times the number of days of accumulated sick leave.

1783

1784 2. During years 4, 5, and 6 of service in the FRS, the daily rate of pay multiplied by forty  
1785 (40%) percent times the number of days of accumulated sick leave.

1786

1787



- 1788 3. During years 7, 8, and 9 of service in the FRS, the daily rate of pay multiplied by forty-five  
1789 (45%) percent times the number of days of accumulated sick leave.  
1790  
1791 4. During years 10, 11, and 12 of service in the FRS, the daily rate of pay multiplied by fifty  
1792 (50%) percent times the number of days of accumulated sick leave.  
1793  
1794 5. During and after the 13<sup>th</sup> year of service in the FRS, the daily/hourly rate of pay multiplied  
1795 by one hundred (100%) percent times the number of days of accumulated sick leave.  
1796

1797 Normal retirement is defined as the time you are first eligible to receive an unreduced retirement  
1798 benefit based on your age or years of service. If you were hired prior to July 1, 2011 you qualify  
1799 for normal retirement when you are vested (6 years of service) and you have reached age 62 or 30  
1800 years of service, whichever comes first. If you are hired after July 1, 2011, you qualify for  
1801 normal retirement when you are vested (8 years of service) and you have reached age 65 or 33  
1802 years of service, whichever comes first.  
1803

1804 Members of the instructional bargaining unit will participate in the program offered by the current  
1805 special pay plans provider to shelter payoffs for annual leave, sick leave, and retirement bonuses  
1806 from FICA taxes and income taxes to the extent permitted by law.  
1807

1808 Should an employee wish to transfer funds from the current special pay plans provider within  
1809 thirty (30) days of leaving the system, the District will pay for any administrative fees. In  
1810 addition, the District agrees that if the employee chooses to transfer funds from the current special  
1811 pay plans provider within thirty (30) days of leaving the system, the District will pay any penalty  
1812 that is charged because of early withdrawal. Such penalty shall not exceed the 7.50% that would  
1813 have been paid to FICA. The District will reimburse the employee for any penalty that exceeds  
1814 the 7.50%. (Payment for annual leave because an employee is changing to a ten-month position  
1815 from a twelve-month position shall not be part of this agreement).  
1816

1817 K. Deferred Retirement Option Program (DROP)  
1818

1819 An eligible member of the Florida Retirement System may elect to defer retirement benefits while  
1820 continuing employment for a specified time not to exceed sixty (60) months following normal  
1821 retirement age or years of service.  
1822

1823 L. The OCEA shall be provided one payroll deduction slot in order to allow their members access to  
1824 Association sponsored benefit programs. The Board agrees to permit employees to meet with  
1825 OCEA Benefits Representatives at the employees' convenience, at non-student contact times.  
1826

1827 M. A teacher who obtains the ESOL endorsement or certification on the teacher's teaching certificate  
1828 will receive a one-time payment per the appendix.  
1829

1830 N. Teachers who have or obtain a reading endorsement or certification on the teaching certificate  
1831 will receive a one-time payment per the appendix.  
1832

1833 O. Teachers may volunteer to supervise activities with administrative responsibilities for per the  
1834 Appendix. Teachers shall clearly accept the additional responsibilities for maintaining the facility.  
1835 Management shall clearly invest in the individual the ability to make immediate decisions as to  
1836 the facility and the activity for which they are in charge.  
1837

- 1838 P. When a teacher agrees to act as a substitute teacher during the teacher's preparation period, the  
1839 teacher will be paid per the Appendix.  
1840
- 1841 Q. The hourly training rate for workshops, training, and in-services outside of a teacher's contract  
1842 hours shall be paid per the Appendix.  
1843
- 1844 R. Teachers Who Work Less Than Full Time.  
1845
- 1846 1. Teachers who work less than full-time shall be paid based on their regular schedule hourly  
1847 rate.
  - 1848 2. Teachers who work in this capacity (less than 4 periods per day) for more than 98 days shall  
1849 receive credit for 1 year experience on the salary schedule.
  - 1850 3. Teachers at the secondary level shall be paid 20% of the day (1.5 hours per class).
  - 1851 4. Secondary teachers may opt to teach 3 periods for 50% of their salary. (The 4.5 hour  
1852 requirement and planning are waived).
  - 1853 5. Teachers who teach 50% or more shall have full benefits.
  - 1854 6. Teachers who voluntarily elect to be placed in part-time positions will teach three (3)  
1855 classes in secondary schools or three (3) hours in elementary schools without planning or  
1856 duty time. The two teachers and the principal must agree to the arrangement. These  
1857 teachers will receive 50% of their salary and the District will pay all benefits.  
1858
- 1859 S. The district will pay teachers to teach virtual courses (Okaloosa On-Line). Compensation shall  
1860 be paid per the Appendix for every student who satisfactorily completes what has traditionally  
1861 been considered a semester course. Compensation shall be paid per the Appendix for every  
1862 student who satisfactorily completes a course for a full one year credit. Teachers shall receive no  
1863 compensation for students who do not complete the course with at least a D average.  
1864
- 1865 T. Teachers of homebound students shall be compensated for twenty (20) minutes of planning for  
1866 every three (3) hours of homebound instruction.  
1867
- 1868 U. When required to travel during their regular workday to a different worksite(s), teachers shall  
1869 receive travel reimbursement between those sites.  
1870
- 1871 V. If a teacher and the principal agree it is educationally necessary for the counselor to be present at  
1872 a meeting between parents and retained students, counselors may be asked to attend for part of  
1873 the meeting. Counselors should only be present when the discussion is about testing or issues the  
1874 counselor is directly involved in. Counselors will be compensated per the Appendix. The decision  
1875 about whether or not a counselor will attend the meeting must be decided on an individual basis.  
1876 The principal and teacher should sign a document which indicates they have agreed that having  
1877 the counselor for part of the meeting was educationally necessary.  
1878
- 1879 W. The regular rate of pay for supervising detention outside the regular workday shall be paid per the  
1880 Appendix. Any employee who supervises a Saturday detention shall be paid for a minimum of  
1881 five (5) hours.  
1882
- 1883 X. Retention plans that involve before and after school tutoring will use the following criteria:  
1884
- 1885 1. Certification in the area to be taught shall be the first criteria. No position shall be offered  
1886 to a person who is not certified in the area to be taught if there is a volunteer in the  
1887 bargaining unit who is certified in that area.

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

### ARTICLE XX - GENERAL

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1937
- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it no longer violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
  - B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be

- 1938 contrary to or inconsistent with the terms of this Agreement.  
 1939  
 1940 C. Any individual contract between the Board and an individual teacher shall be made expressly  
 1941 subject to the Collective Bargaining Law 447.309(5).  
 1942  
 1943 D. All policies adopted by the Board shall be available in each school.  
 1944  
 1945 E. Neither party shall be deemed to have surrendered or yielded any rights by withdrawing or  
 1946 modifying any of its proposals or counter proposals during negotiations leading to this  
 1947 Agreement.  
 1948  
 1949 F. No teacher shall suffer any professional disadvantage as a result of: (1) being a member of the  
 1950 bargaining unit, (2) being a member or non-member of the Association, and (3) participating or  
 1951 not participating in the Association's lawful activities.  
 1952  
 1953

1954 **ARTICLE XXI - WAIVER PROCEDURE**  
 1955

1956 The following shall constitute the sole process for the waiver of any portion of the Master Contract  
 1957 between Okaloosa County Education Association and the Okaloosa County School Board.  
 1958

- 1959 1. Any waiver must be in writing, posted for three (3) working days, and must specify the  
 1960 contractual provision(s) to be waived, the nature and duration of the waiver and the employees  
 1961 affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's).  
 1962 Waivers to the contract that will take effect at the beginning of the next school year must be  
 1963 approved by 80% of the school's instructional personnel no later than April 30th.  
 1964  
 1965 2. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed  
 1966 waiver. A building representative shall call and conduct this meeting.  
 1967  
 1968 3. There shall be a 36-hour minimum between the full disclosure meeting (#2 above) and any  
 1969 waiver vote. The voting period for a contract waiver will not exceed one (1) school day. The  
 1970 voting date, time and place will be announced and posted seventy-two (72) hours in advance of  
 1971 the vote. If a teacher knows in advance that they will be absent the day of the contract vote, they  
 1972 may arrange with the principal and the OCEA building representative to jointly provide the  
 1973 casting of an absentee ballot in advance. Proxy voting and voting by phone will not be allowed.  
 1974  
 1975 4. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said  
 1976 waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval  
 1977 of the total bargaining unit membership in order to move forward. A valid vote shall not be  
 1978 rescinded.  
 1979  
 1980 5. OCEA shall designate individual(s) to monitor and assist in conducting 1-4 above. The OCEA  
 1981 designee shall be present at the secret ballot vote.  
 1982  
 1983 6. The waiver shall then be presented to the OCEA Executive Board for approval prior to being  
 1984 presented to the Okaloosa County School Board for final approval. A representative shall be  
 1985 available to address questions and concerns prior to the final approval vote.  
 1986  
 1987 7. Waivers shall not extend beyond the school year in which they originally take effect.

- 1988  
1989 8. Waivers may be extended one (1) year at a time (maximum) if there are no changes in the waiver.  
1990 Extensions shall require the 80% secret ballot, approval of Okaloosa County School Board and  
1991 OCEA Executive Board only.  
1992  
1993 9. If an individual disagrees with an approved waiver and can find a certified bargaining unit  
1994 member willing to exchange positions, such exchanging of positions shall be considered and  
1995 efforts made to facilitate said transfer.  
1996  
1997 1. The waiver procedure shall be initiated prior to applying for any grant or program requiring a  
1998 waiver of the Contract.  
1999  
2000 2. The waiver form in the appendix shall be the form used.  
2001  
2002 3. If a school is awarded A+ funds from the State of Florida, a contract waiver by OCEA and the  
2003 Board will not be required for the instructional staff to receive the A+ bonus.  
2004

2005 **ARTICLE XXII - VIDEO CAMERAS**  
2006

- 2007 A. Employees shall be notified in advance when non-audio cameras/videos are installed in a  
2008 workplace. A sign indicating this facility has video cameras for security reasons shall be placed  
2009 at the main entrance to the facility.  
2010  
2011 B. These cameras are installed for security reasons only.  
2012  
2013 C. Tapes from video security cameras will not be used to evaluate or discipline employees; however,  
2014 the District will pursue any unlawful acts which are shown on tapes.  
2015  
2016

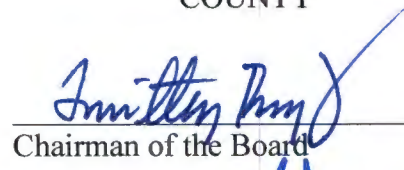
**ARTICLE XXII – TERMS OF AGREEMENT**


This agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2024. This agreement shall not be extended orally. If a successor agreement has not been reached on the expiration date of this agreement, then the provisions of this contract shall continue until a successor has been ratified by both parties or imposed by the legislative body.

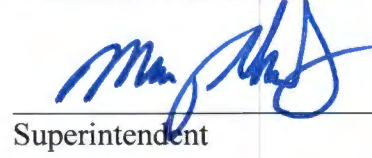
OKALOOSA COUNTY EDUCATION  
ASSOCIATION

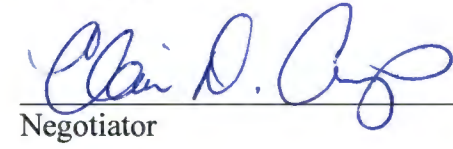
SCHOOL BOARD OF OKALOOSA  
COUNTY

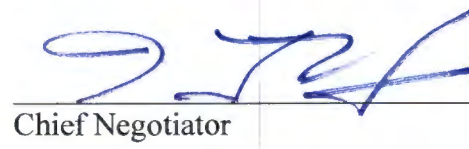
  
\_\_\_\_\_  
President

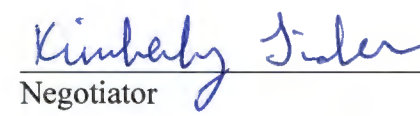
  
\_\_\_\_\_  
Chairman of the Board

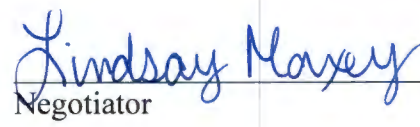
  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Superintendent

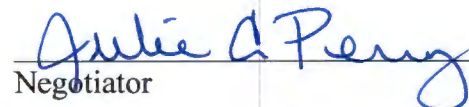
  
\_\_\_\_\_  
Negotiator

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

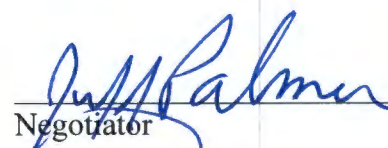
  
\_\_\_\_\_  
Negotiator

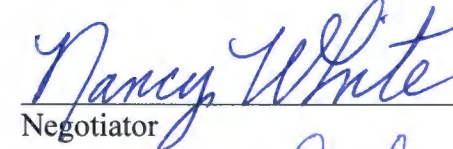
  
\_\_\_\_\_  
Negotiator

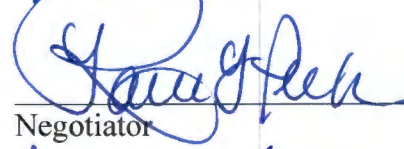
  
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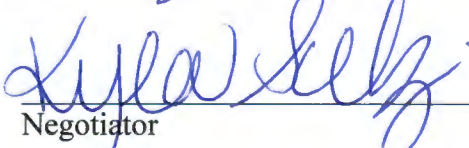
  
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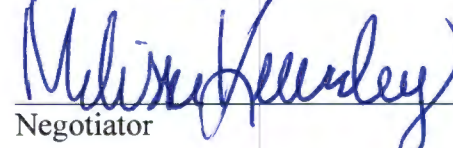
  
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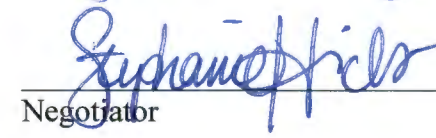
  
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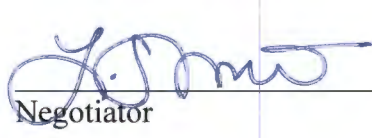
  
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Negotiator

\_\_\_\_\_  
Negotiator

Appendix A

MIS 5218  
Rev 1-92

SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OCEA

2066  
2067

2068  
2069

2070 Name: \_\_\_\_\_

2071 Worksite: \_\_\_\_\_ Assignment: \_\_\_\_\_

2072 Home Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

2073 \_\_\_\_\_

2074 A. Date Cause of Grievance Occurred: \_\_\_\_\_

2075 B. Relates to what section of Contract:: \_\_\_\_\_

2076 C. Statement of Grievance: \_\_\_\_\_

2077 \_\_\_\_\_

2078 \_\_\_\_\_

2079 D. Relief Sought: \_\_\_\_\_

2080 \_\_\_\_\_

2081 \_\_\_\_\_

2082 \_\_\_\_\_

Signature

Date

2083  
2084

Sequence

2085  
2086

2087 **Step I:** Date Submitted: \_\_\_\_\_ Date of Disposition: \_\_\_\_\_

2088 Summary of Disposition: \_\_\_\_\_

2089 \_\_\_\_\_

2090 \_\_\_\_\_

Signature

Date

2091  
2092

2093 **Step II:** Date Submitted: \_\_\_\_\_ Date of Disposition: \_\_\_\_\_

2094 Summary of Disposition (see attached): \_\_\_\_\_

2095 \_\_\_\_\_

2096 \_\_\_\_\_

Signature

Date

2097  
2098

2099 CC: Copy to Immediate Supervisor  
2100 Copy to Grievant  
2101 Copy to OCEA (Grievant's Responsibility)

Grievance No. \_\_\_\_\_



Okaloosa County School District  
Human Resource Department

### **Application for Leave Without Pay (LWOP)**

#### **\*NOTICE \*Please Read Thoroughly**

1. Any available Personal Leave days will be charged prior to the first day of Personal Leave Without Pay.
2. A false claim for Leave shall be cause for termination and action seeking revocation of Educator's certificate.
3. The Board **may** approve a request for unpaid Sick Leave for personal reasons and/or parental/maternity leave for a period of up to one (1) year. Personal Leave without pay **shall not** be granted for the purpose of an employee entering into full-time employment in any other position.
4. Leave granted to teachers who holds a contract, does not assure reappointment for the subsequent school year. It is the **responsibility of the employee** on leave to **provide written notice to their principal/ department head prior to March 1st**, if they wish to be considered for reappointment for the subsequent school year. The employee could be placed at a different school/department upon returning from leave.
5. Leave cannot extend from one work/school year into another. A separate request must be submitted when the time period includes portions of two work/school years.
6. Upon return to work following approved leave, it is the responsibility of the employee to immediately contact the Retirement Office in the Human Resources Department.

#### **Directions for Submission**

1. Documentation for Board approval must be submitted with all Leave Without Pay requests to the Human Resources Department.
  - a. Illness with doctor's excuse is considered a documented emergency.
  - b. Other personal/ emergency leave requires that written documentation/verification be submitted with the unpaid leave form.
  - c. Professional and Sabbatical leave request require documentation specifying reason, institution, degree seeking, etc.
2. Military Leave requests must be submitted with a copy of orders.
3. Upon completion of the request form, make a copy of the form for your records then submit the form to the Personnel Services Department.





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

Employee Name: \_\_\_\_\_ EID# \_\_\_\_\_  
Last First Middle

Job Title: \_\_\_\_\_ Department/School: \_\_\_\_\_

**To be filled out by Employee and signed by Principal/Department Head**

**I. Type of Leave Requested**

- Illness
- Personal Leave Without Pay Specify Reason: \_\_\_\_\_
- Parental/Maternity Leave Without Pay  Professional Leave Without Pay
- Sabbatical Leave Without Pay  Political Campaign
- Line-of-duty Injury/Illness: Workers Compensation-Insurance Department ONLY
- Military Leave:  With Pay (17days max. per calendar year)  Training (excess of 17 days-without pay)
- Active Duty (without pay)

**II. Duration of Leave Requested**

From: \_\_\_\_\_ To: \_\_\_\_\_  
MM/DD/YY MM/DD/YY

Or Specific Individual Dates: \_\_\_\_\_

Total Time Requested: Days: \_\_\_\_\_ Hours: \_\_\_\_\_

**III. Signatures**

I attest that the information completed above is accurate and true and I have read the Notice on the cover page of this form.

\_\_\_\_\_  
Employee Signature Date

I recommend  APPROVAL  DISAPPROVAL of this request and understand this employee could return to this school or department upon termination 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 Walparaiso Pkwy ♦ Walparaiso, 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 FAIN INSURANCE, INC

Appendix C (continued)

SCHOOL DISTRICT OF OKALOOSA COUNTY  
REQUEST FOR REMOVAL OF STUDENT

(Pursuant to 1003.31 F.S.)

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

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

- b. 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.
- c. 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.
- d. 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:
  - a. 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 the initial discussion with the parent/legal guardian, the Principal may offer the

Appendix C (continued)



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).

- b. 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.
- c. Notify the requesting teacher of the schedule for the Committee meeting and request the teacher's attendance and participation in the proceeding.
- d. 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.)
- e. The Placement Review Committee proceeding shall be conducted as follows:
  - a. A committee chairperson shall be designated by the Committee to preside.
  - b. 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.

Appendix C (continued)

- v. At the conclusion of the Placement Review Committee's deliberations, 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.
- c. 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.
- d. Both the teacher and the student may bring legal counsel or another representative with them to the Committee Meeting.
- f. 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 development 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

Appendix C (continued)

teacher's recommended consequence or a more

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 development 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.

Appendix D

**Classroom Visit Request Form**

1. Name \_\_\_\_\_ Date \_\_\_\_\_
2. Phone No (day) \_\_\_\_\_ (evening) \_\_\_\_\_
3. Student Name \_\_\_\_\_
4. Date & time of requested classroom visit \_\_\_\_\_
5. 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.)

**SCHOOL DISTRICT OF OKALOOSA COUNTY  
INSTRUCTIONAL PERFORMANCE PAY PLACEMENT CHART  
FISCAL YEAR 2021-2022  
EFFECTIVE JULY 1, 2021**



<b>YEARS OF EXPER.</b>	<b>BACHELOR'S</b>	<b>MASTER'S</b>	<b>SPECIALIST</b>	<b>PHD</b>
0 - 10	46,247	N/A	N/A	N/A
11	46,425	N/A	N/A	N/A
12	47,580	N/A	N/A	N/A
13	48,766	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

**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.
7. Teachers with 0 to 10 years of experience as outlined in #2 above and in the section titled "Initial Placement for Specific Types of Positions" will be placed on Step 10.

**SCHOOL DISTRICT OF OKALOOSA COUNTY  
 GRANDFATHERED INSTRUCTIONAL SALARY SCHEDULE  
 FISCAL YEAR 2021-2022  
 EFFECTIVE JULY 1, 2021**



<b>Step</b>	<b>BACHELOR'S</b>	<b>MASTER'S</b>	<b>SPECIALIST</b>	<b>PHD</b>
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	46,247	48,708	50,943	53,180
11	46,490	49,050	51,372	53,695
12	47,647	50,270	52,650	55,033
13	48,834	51,521	53,960	56,402
14	50,049	52,805	55,304	57,806
15	51,297	54,120	56,681	59,246
16	52,576	55,467	58,092	60,722
17	53,882	56,847	59,537	62,235
18	55,225	58,261	61,020	63,782
19	56,600	59,714	62,540	65,370
20	58,011	61,202	64,099	66,999
21	59,453	62,724	65,694	68,669
22	60,935	64,287	67,330	70,379
23	62,452	65,888	69,005	72,132
24	64,005	67,527	70,726	73,925
25	65,602	69,209	72,487	75,767
26	67,233	70,933	74,291	77,654
27	68,908	72,698	76,141	79,586
28	70,625	74,508	78,037	81,570
29	72,383	76,364	79,979	83,600
30	74,185	78,265	81,973	85,680

**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.
7. Teachers with 0 to 10 years of experience as outlined in #2 above and in the section titled "Initial Placement for Specific Types of Positions" will be placed on Step 10.

**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.

Employees who choose to remain on the grandfathered salary schedule will move one (1) step per year, if negotiated, until step 30 is reached provided the following two criteria are met:

1. The employee received a performance rating of Highly Effective or Effective in the previous fiscal year.
2. "Pay for Performance" Highly Effective employees' salary increase is greater than 2.49%.

Employees who choose to participate in Pay for Performance will not move one (1) step per year; however, those individuals rated as Highly Effective and 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	\$	2,347.00
Specialist's Degree	\$	4,696.00
Doctorate's Degree	\$	7,043.00

Employees who choose to remain on the grandfathered salary schedule will move one (1) step per year, if negotiated, until step 30 is reached provided the following two criteria are met:

1. The employee received a performance rating of Highly Effective or Effective in the previous fiscal year.
2. "Pay for Performance" Highly Effective employees' salary increase is greater than 2.49%.

Employees who choose to participate in Pay for Performance will not move one (1) step per year; however, those individuals rated as Highly Effective and Effective will receive percentage increases based on annual negotiations.

**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	\$	2,347.00
Specialist's Degree	\$	4,696.00
Doctorate's Degree	\$	7,043.00

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.

**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	\$	99,178
600 - 1199 Students	\$	92,702
100 - 599 Students	\$	76,508



**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	\$	99,178
600 - 1199 Students	\$	92,702
100 - 599 Students	\$	76,508

**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.

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	\$	99,178
600 - 1199 Students	\$	92,702
100 - 599 Students	\$	76,508

**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	\$	32.74
Master's Degree	\$	37.28
Specialist's Degree	\$	40.53
Doctorate's Degree	\$	43.72

**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.

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.

Guidance 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	\$2,602
Highly Effective	D	First Full Year Only	\$5,203
Highly Effective	F	First Full Year Only	\$5,203

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.

**LONGEVITY**

Employees who are on Step 30 of the School District of Okaloosa County instructional grandfathered salary schedule as of June 30 of the previous fiscal year shall be eligible for a \$150.00 monthly stipend.

**APPENDIX F  
DIFFERENTIATED PAY SCHEDULE  
FISCAL YEAR 2021-2022  
EFFECTIVE JULY 1, 2021**



**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	6,617
2 Football/Tackle Head Coach	5,400
3 Basketball Head Coach	3,972
Cheerleader Sponsor	3,972
Choral Director	3,972
Dance Team Director	3,972
Football/Tackle Coach - Assistant	3,972
4 Athletic Director	3,572
5 Academic Team Coach	2,331
Annual Sponsor	2,331
Baseball Coach	2,331
Cross Country Coach	2,331
Golf Coach	2,331
Soccer Coach	2,331
Softball Coach	2,331
Speech Sponsor	2,331
STEMM Coach	2,331
Swim Coach	2,331
Tennis Coach	2,331
Track Coach	2,331
Volleyball Coach	2,331
6 Basketball Coach - Assistant	2,331
7 Team Leader	1,392
8 School Based Staff Development Coordinator	1,392
9 National Board Certified Teacher	2,124

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.

**ELEMENTARY SUPPLEMENT**

Grade Level Chairperson

One Kindergarten	1,392
One First Grade	1,392
One Second Grade	1,392
One Third Grade	1,392
One Fourth Grade	1,392
One Fifth Grade	1,392
One Special Area	1,392
Academic Team Coach	2,331
STEMM Coach	2,331
School Based Staff Development Coordinator	1,392
National Board Certified Teacher	2,124

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 2021-2022  
EFFECTIVE JULY 1, 2021**



**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**

	<b><u>(1200 Students)</u></b>	<b><u>(600-1199 Students)</u></b>	<b><u>(100-599 Students)</u></b>
1 Band Director - Moved to Salary Schedule			
2 Basketball Coach	5,954		
3 Football/Tackle Coordinator	5,557		
4 Band Director - Assistant	5,295		
Cheerleader Sponsor	5,295		
Choral Director	5,295		
Dance Team Director	5,295		
Football Coach - Assistant	5,295		
Football Coach - JV	5,295		
5 Baseball Coach	4,066		
Softball Coach	4,066		
6 Football Coach - JV Assistant	3,972		
7 District Occupational Therapist	3,030		
District Physical Therapist	3,030		
District Speech Therapist	3,030		
District Social Worker	3,030		
EH/EBD Teacher	3,030		
Mental Health Counselor	3,030		
8 Academic Team Coach	2,331		
Annual Sponsor	2,331		
Baseball Coach - Assistant	2,331		
Basketball Coach - Assistant	2,331		
Basketball Coach - JV	2,331		
Competitive Cheerleading	2,331		
Cross Country Coach	2,331		
Flag Football	2,331		
Golf Coach	2,331		
Lacrosse	2,331		
ROTC	2,331		
Soccer Coach	2,331		
Softball Coach - Assistant	2,331		
Speech Sponsor	2,331		
STEMM Coach	2,331		
Swim Coach	2,331		
Tennis Coach	2,331		
Track Coach	2,331		
Volleyball Coach	2,331		
Weightlifting Coach	2,331		
Wrestling Coach	2,331		
9 Voc Agriculture Sponsor	1,978		
10 Cheerleading Sponsor - Assistant	1,851		
Flag Football - Assistant	1,851		
Newspaper Sponsor	1,851		
Soccer Coach - Assistant	1,851		
Track Coach - Assistant	1,851		
Volleyball Coach - Assistant	1,851		
11 Department Chairperson	1,723	1,392	1,392
12 School Based Staff Development Coordinator	1,392		
13 Future Farmers of America Sponsor	1,325		
14 Behavioral Interventionist	1,056		
15 National Board Certified Teacher	2,124		
16 District School Psychologist	8,040		
Behavioral Analyst - BCBA or BCaBA Certified	8,040		
17 ESE/EBD Alternative Placement Teacher	5,000		

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 2021-2022  
EFFECTIVE JULY 1, 2021**



**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	750	Per Year
IEP Caseload Manager - Audit Year	900	Per Year
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	25	Per Meeting
Teacher Completion of Reading Certification or Endorsement	150	Per Year - 1st Year Only
Teacher Supervising Detention Outside of Contract Hours	10	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	13	Per Hour

Appendix G

**Checklist for Waiver Process**

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

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

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

---

**Please include/answer the following:**

Secret Ballot

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

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

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

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

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

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

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

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

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

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