Master Contract

between

School Board of Okaloosa County

and

Okaloosa County Educational Support Professional Association

July 1, 2011 through June 30, 2014

www.myocespa.org/contract
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ARTICLE 1 - PREAMBLE

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

ARTICLE 2 - RECOGNITION

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

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

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

B. The term “employee” when used hereinafter shall refer to all members of the educational support personnel bargaining unit as defined above.

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

ARTICLE 3 - NEGOTIATIONS PROCEDURES

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

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

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

D. Negotiations shall begin not later than sixty (60) calendar days prior to the expiration date of the current Agreement unless both parties agree to an alternate date.

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

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

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

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

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

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

**ARTICLE 4 - RIGHTS**

A. Employee Rights

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

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

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

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

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

6. No action against an employee shall be taken on the basis of a complaint by a parent or
student or other individual nor shall any notice thereof be included in the employee’s
personnel file unless the matter is first reported to the employee in writing and the
employee has the opportunity to respond in writing. An employee shall have the right to
know the name of the individual filing the complaint.

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

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

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

10. If the Administration does not make the employee aware of work related complaints
within forty-five (45) days of the time they know or should have known, no reference to
said incident shall be made in the future.

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

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

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

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

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

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

B. Association Rights

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

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

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

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

5. The association president or his designee shall be granted release time up to twenty (20) days per school year to attend to Association business. However, of these twenty (20) days not more than eleven (11) may be used by any one (1) individual. Additional days may be granted by the Board. Application for additional days will be made to the Chief Negotiator or the Superintendent’s designee.

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

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

8. The Board shall provide the Association at no cost with one (1) copy of full Board agendas including minutes from the previous Board meeting.

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

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

C. Board Rights

1. The parties to this Agreement verify that it is the right of the Board to determine, unilaterally, the purpose of each of its schools and educational programs, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. It is also the right of the Board to employ and relieve its employees from duty because of the lack of work or for other legitimate reasons.

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

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

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

5. All work presently being performed by members of the OCESPA bargaining unit shall be deemed the property of the Board. The Board shall have full authority to place on contracted services any such work which they so deem to be in the best interest of the
6. If an employee loses his/her position with the Okaloosa County School District because of privatization, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if he/she is re-employed. The laid off employee shall choose which of the two options he/she shall receive.

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

8. If an employee loses his/her position because of layoffs due to lack of funds, the employee shall be paid for all accrued sick leave or be allowed to bank the days for future use if he/she is re-employed. Payoff shall be based on the percentages found in Article 11, section 9A (Terminal Pay).

**ARTICLE 5 - GRIEVANCE PROCEDURE**

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

B. Definitions

1. The term “days” when used in this article shall mean normal employee work days.

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

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

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

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

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

C. General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

14. All employees will be entitled to fair, reasonable and equitable treatment in the processing of a grievance. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications and records
D. Initiation and Procedure (Informal)

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

Step I (Formal)

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

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

Step II (Formal)

If the grievant(s) is not satisfied with the disposition of the grievance at Step I, or if no decision has been rendered within ten (10) work days after presentation of the grievance, the grievant(s) may file the grievance in writing with the Superintendent of Schools or his/her designated representative and notify the Association.

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

Step III (Arbitration)

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

The arbitrator shall then meet with the two parties for the purpose of making a decision relative to the grievance. The arbitrator's decision shall be rendered following the final meeting and that decision shall be final and binding on the parties. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement. The grievant, or the Association on his/her behalf, and the Board shall share equally all expenses of the arbitration.
ARTICLE 6 - PAYROLL DEDUCTIONS

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

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

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

ARTICLE 7 - WORKING CONDITIONS

A. Employee Work Day

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

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

3. Seven and one-half (7 ½) hours will be the regular maximum workday for all employees. Included in the seven and one-half (7 ½) hours will be two (2) breaks of not less than fifteen (15) minutes each. A minimum thirty (30) minute duty free lunch break is NOT included in the seven and one-half (7 ½) hour workday. Break time relative to the above provisions will apply to employees who work six (6) or more hours per day. Employees who work four (4) to six (6) hours shall receive at least one (1) break of not less than fifteen (15) minutes.
a. Employees shall have a regular work schedule. This schedule may be adjusted temporarily.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Employee Work Year

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

Nurses 196 days to include 6 paid holidays
Bus drivers 187 days to include 6 paid holidays
Lunchroom worker 187 days to include 6 paid holidays
Classroom Assistant 187 days to include 6 paid holidays
(Additional day to be the day before students arrive)
Interpreters 187 days to include 6 paid holidays
9 months 186 days to include 6 paid holidays
10 months 206 days to include 6 paid holidays
12 months 254 days to include 12 paid holidays

The following will be paid holidays for all employees (except 12 month): Labor Day, Veterans’ Day, Thanksgiving Day (and the following day), Christmas Day, and Martin Luther King Birthday. (Note: These holidays are subject to change depending on the school calendar)
During a year when students are not in attendance the entire week of Thanksgiving, twelve-month support personnel shall work 252 days. However, if students are in attendance, twelve-month support personnel shall work 254 days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Notations for the record of verbal, oral or written reprimands at the school/work site level shall be removed and/or destroyed after a period of 3 years if no similar incidents occur within that period.

13. Employees will not be required to make arrangements for a substitute for themselves in the case of an emergency.

F. Additional Working Conditions for Bus Drivers

1. The Board through their designated representatives may assign a driver other than regular employed bus drivers to drive a bus on field trips provided the driver does not receive compensation from school or school board funds for the field trips.

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

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

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

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

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

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

   f. Learning Center bus trips shall be on a continually rotating basis to those drivers who are serving the Learning Center on the day the field trip is made. The respective bus shop shall be notified.

   g. Each respective center (Baker, Laurel Hill, Crestview, Niceville, Fort Walton Beach) shall keep two (2) lists of drivers: (a)65 passenger and below and (b) mini bus list. The mini bus list shall have only mini bus list drivers.

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

i. Above lists shall be posted in a prominent place for affected drivers to check.

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

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

l. Compensation shall be at the regular hourly rate for all drivers except overnight field trips. See Article 7,F,14C.

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

2. Bus drivers, hired after August 1, 2000, will not be assigned field trips for the first three months of their probationary period. During the next three months they will only be assigned field trips within the county. If they come up for a field trip that is out of county, the trip will automatically be treated as if it has been turned down with appropriate notations. The driver will be moved on the rotation list as any other driver who turns down a trip.

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

4. Any route (for both drivers and transportation assistants) that becomes vacant will be posted on a designated bulletin board at the transportation offices within fifteen (15) working days. The transportation department will send a copy of the route to the Association at least three (3) working days prior to the route being permanently filled. Bus routes (for both drivers and transportation assistants) for the new school year will be posted five days, not to include weekends or holidays, prior to the students’ first day of school at all three bus barns. The posting shall include a route description, date of posting,
and other appropriate information. In filling the route vacancy (for both drivers and transportation assistants) the Board shall first use length of continuous uninterrupted service with the Okaloosa School District, then evaluations (when finalized), and third, qualifications for driving the bus assigned to the route. In the event that two (2) or more drivers/assistants are equal in the above criteria, then geographic location of the driver/assistant’s residence to the bus shop shall break the tie. Any route which begins or ends in Destin, west of Hurlburt Field gate, five (5) or more miles from the Niceville bus shop and five (5) or more miles from the Crestview bus shop will be assigned by the transportation department to a driver if they live within the same area. If a driver does not live in the same area the route will be posted the same as any other route and the bus will be parked at the bus barn.

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

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

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

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

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

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

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

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

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

13. Bus drivers are to promptly notify the Transportation Department of any work related accident they may be involved in, and report such on the proper form.
14. Bus drivers will pre-trip inspect any bus they are driving before any field trip or extra-curricular trip.

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

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

   b. Out-of-zone trips on all out-of-zone (not to include overnight) - the driver will be paid from the time of departure from the pick-up site until the time of return to the designed site.

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

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

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

16. Principals shall notify bus drivers in writing of any known serious health problems of students who ride their particular bus.

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

18. Bus drivers shall receive pay for an additional twenty-five (25) minutes daily if they are currently driving the entire amount of time for which they are being paid. If they are not currently driving the four (4) hours, they shall be paid for the part of the twenty-five (25) minutes that exceeds four (4) hours.

19. Physical dexterity testing will be given during the month of May by the director or his designee. The exact time and dates will be at the discretion of the Transportation Department and will be posted on the Association bulletin board at least five (5) working days before the actual testing takes place. Make-up day(s) will be provided for drivers on official leave.

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

21. Mini bus drivers may place their names on field trip lists for mini buses and regular buses. However, acceptance of a trip on the mini bus shall count as accepting a trip on the regular list as well. Therefore, that driver will be skipped the next time their name comes up on
22. Prior to transporting students on a school bus, each driver shall meet the following requirement(s):

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

b. Hold a valid commercial driver license with passenger endorsement;

c. Successfully complete forty (40) hours of pre-service training consisting of at least twenty (20) hours of classroom instruction and eight (8) hours of behind-the-wheel training based upon the Department’s Basic School Bus Driver Curriculum which is hereby incorporated by reference and made a part of this rule. This document may be obtained from the Bureau of Career Development Department, Department of Education, the Florida Education Center, Tallahassee, Florida 32399, at a cost not to exceed actual production and distribution costs;

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

e. Demonstrate the ability to prepare required written reports;

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

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

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

a. Prior to initial employment;

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

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

d. In the event a continuous weekly update is not performed as described in paragraph (6)(c) of this rule, school districts will perform required driving record checks prior to the first day of each semester of the regular school year, and prior to the first day of summer school for any driver who will be transporting students during summer school.
G. Additional Working Conditions for Skilled Trades Employees

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

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

H. Additional Working Conditions for Custodial Employees

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

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

I. Additional Working Conditions for Assistants, Clerks and Secretaries

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

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

3. If the event a substitute teacher cannot be found for a teacher who has a classroom assistant assigned to his/her classroom, the District may then ask the classroom assistant, assigned to that class, if they wish to be considered as a substitute teacher for his/her assigned teacher only.

The classroom assistant who volunteers will be paid an additional $25.00 per day, in addition to their regular salary.

Any classroom assistant, who is used as a last minute emergency substitute for a teacher, will be entitled to an additional $25.00 per day in addition to their regular salary.

Classroom Assistants will not be used as substitute teachers in classes they are not regularly assigned.

At the secondary level, assistants will be reimbursed $5.00 for each period they serve as a substitute.
The above provisions shall also apply to Media Assistants if they serve as the classroom substitute.

J. Additional Working Conditions for Food Service Workers

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

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

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

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

K. Probation and Termination

1. All new employees hired in the bargaining unit shall serve a probationary period of six (6) calendar months, during which time employees may be terminated without cause. After an employee has been employed by the employer for more than six (6) months, termination shall be for just cause.

   If someone is hired only to finish off the school year and that position is less than six (6) months, they should be given that information at the time the job is offered.

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

   a. The immediate supervisor or superintendent shall notify the employee of his intent to recommend that the employee be terminated. The employee may then make a written request to the superintendent for an informal hearing with the superintendent or his designee regarding the recommendation. The employee shall make said request within ten (10) days from the time of receipt of the notification. Failure to make the request on a timely basis constitutes a waiver of the employee’s right to further appeal under this procedure.

   b. After the informal hearing before the superintendent, the superintendent shall then notify the employee of his intention regarding the recommendations of the supervisor. If the superintendent is going to recommend termination to the School Board, then the superintendent shall, within ten (10) days of the informal hearing before him with the employee, notify the employee in writing of his decision. The superintendent with said notification shall have the authority to suspend the employee with or without pay until the next regularly scheduled Board meeting at which time he will make his recommendations to the Board. The employee may appeal before the Board and
request a hearing in regard to the termination or intent to terminate which the
employee has received from the superintendent, and upon the recommendation which
the superintendent has made to the Board. The superintendent, shall make said
recommendation, at the next regularly scheduled Board meeting and the Board shall at
that time have the right to suspend the employee with or without pay pending the
formal hearing if one is so requested by the employee.

c. If the employee wishes to have a formal hearing before the Board, the employee shall
notify the Board in writing within ten (10) days of the notification from the
superintendent to the employee. This notification must be in writing and addressed to
the Superintendent of Schools as Secretary of the School Board. Failure to so notify
the Board shall constitute a waiver of the employee’s right to further appeal under this
procedure.

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

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

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

L. Process for Submitting Job Description Changes/Upgrades

1. As job descriptions are updated, copies will be provided to the employee.

2. Job descriptions shall be written by job classification. Any new employee will receive the
job description within two (2) weeks of hire. (Employee evaluation form is found in
Appendix H).

3. If employees are required to execute performance responsibilities not specifically
mentioned in the job description for a period of six (6) months, the performance
responsibilities will be added to the job description.

4. Employees who wish to have job description changed or reevaluated should follow the
procedure below:

   a. The employee/employees should have an informal meeting with their supervisor to
      inform him/her as to their plans.

   b. During the month of February the employee/employees should submit to the president
      of the union, the Superintendent of Schools, or their designees in writing their desire
      to have their job description changed or upgraded. Any supporting material should be
      submitted at that time.

   c. Upon receipt the union and the administration shall each appoint three members to a
committee to consider the changes. The union shall not choose a member who is in the job description to be considered. The administration shall not choose a supervisor of a department who is directly involved with that job. This shall not prevent employees or supervisors from giving input to the committee.

d. The committee shall consider the concerns of the individuals and shall communicate in writing their decision.

e. If the decision involves a change in job description or status, the committee shall communicate their findings to the chief negotiators for the union and the administration for consideration in the next round of negotiations.

ARTICLE 8 - REDUCTION IN FORCE/HOURS

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

B. Lay-off and Recall

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

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

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

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

C. Reduction in Hours

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

ARTICLE 9 - EMPLOYEE EVALUATION

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

Previous charges or actions that have been brought forth by the administration may be cited against the employee if these previous acts are related to the existing charge. All previous
charges or actions must have been shared with the employee prior to this current action. Notation for the record of verbal, oral, or written reprimands at the school/worksite level shall be removed and/or destroyed after a period of three years, if no similar incidents occur within that period.

1. Each employee shall receive a written evaluation prior to May 15, unless they are still in their probationary period.

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

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

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

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

B. Personnel Records

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

2. There shall not be more than two (2) personnel files maintained for each employee. Each file shall be available for the employee’s inspection. The official file will be maintained at the District Personnel Office. In the event two (2) such files are maintained, one shall be kept in the principal’s or director’s office at the school or other location where the employee is then employed. No item from an anonymous source may be placed in the personnel files.

3. The Board and the Association shall abide by Florida Statutes 1012.34 and 1012.31 relative to Personnel Files.

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

5. Personnel files and letters of reprimand: At the request of an employee, written reprimands, material of a derogatory nature or complaints in an employee’s personnel file
ARTICLE 10 - TRANSFERS, REASSIGNMENT AND VACANCIES

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

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

2. Employees will have six (6) working days in which to apply prior to filling of any vacancies.

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

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

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

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

   b. The department head or principal will review all applicants’ transfer/reassignment request and contact those he wishes to interview. The department head or principal will date and initial applications of those who wish to be transferred/reassigned indicating that the transfer has been considered.

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

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

      2) evaluations,

      3) specialty experience,

      4) job requirements

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

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

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

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

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

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

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

**ARTICLE 11 - LEAVES**

Leave is permission, granted in advance by the Board, for an employee to be absent from his duties for a specific period of time with the right of returning to employment upon expiration of the leave as outlined under this Agreement. An application must make clear an acceptable purpose (except personal leave with pay) for which the leave will be used before approval will be granted. Leave must be officially granted in advance and may not be granted retroactively.

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

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

A. Leave With Pay

The following leaves with pay shall be granted by the Board under the conditions outlined in
1. **Sick Leave**

   a. Full-time employees and regular part-time employees shall earn sick leave at the rate of one (1) day per month for each month of employment, accrued at the rate of one (1) day per monthly pay period. There is no limit to the number of days of sick leave that can be accumulated. Effective November 29, 2006, sick leave shall be taken in hourly increments.

   b. Sick leave may be used only when necessary, and the employee is unable to perform his duties because of personal medical reason, i.e., illness, injury, pregnancy, maternity; or because of illness or death of father, mother, brother, sister, spouse, child or close relative, or member of his own household (any individual whose legal residence is the same as the person requesting leave). The employee shall notify his supervisor as much before the beginning of his regular work day as possible. Sick leave may be taken by the hour in cases of emergency or in situations where substitutes are not required.

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

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

   e. Support Personnel in the summer program shall be entitled to one and one-half (1 1/2) sick leave days at the rate of one (1) sick day of sick leave for twenty (20) work days. If such leave is not used during the summer program, the unused summer school leave shall be paid to the employee at the end of the session based on the Summer School Salary Schedule.

   f. An employee may authorize the use of his/her sick leave by a spouse, child, parent, or sibling who is also a school board employee. The following restrictions apply:

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

      2) Donated sick leave has no terminal pay value.

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

2. **Military Leave**

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

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

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.

3. Jury Duty/Witness Leave

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

4. Personal Leave

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

5. Professional Leave

a. The superintendent, after receiving from the Association a list of certified delegates,
shall grant to each Association delegate, two (2) leave days with pay for the purpose
of attending the FEA-NEA annual convention. The total number of delegates
authorized to attend will not exceed five percent (5%) of the Association membership.

6. Annual Leave

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

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

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

2) An employee with five (5) years or more of continuous service in the district at
the rate of one and one-quarter (1 1/4) days per month for each month of full-time
employment.
3) An employee with ten (10) years or more of continuous service in the district at the rate of one and one-half (1½) days per month of full-time employment.

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

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

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

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

7. Temporary Duty Elsewhere (TDE)

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

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

1) Members of the Association who attend activities such as conventions and conferences shall be considered to be on TDE, provided they are on Official Association business. Such Association TDE shall not be considered in calculation of overtime pay.

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

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

8. Temporary Absences

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

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

9. Illness-In-Line-of-Duty

a. Any member of the educational support staff shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in the execution of his work at the worksite.

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

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

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

Any member of the educational support 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 1012.63, by the end of each month during which such absence has occurred. The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of this section.

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

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

10. Terminal Pay

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

b. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
c. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.

d. During the next (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days accumulated sick leave.

e. During the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.

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

Normal retirement is defined as not having a reduction in benefits. (When employees are paid terminal pay, also refer to BENCOR reference in Article 11, number 12 below).

11. Domestic Violence Leave

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

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

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

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

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

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

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

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

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

12. Bereavement Leave

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

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

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

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

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

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

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

13. Emergency Hurricane Personal Leave

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

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

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

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

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

B. Leave Without Pay

1. Medical and Family Leave

a. The Board may approve request for unpaid leave for up to one (1) year due to illness, disability, accident and child rearing. The Board shall comply with the “Family and Medical Leave Act” provided an application for such benefits is received with the request for leave and the employee qualifies for such leave.

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

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

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

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

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

2. Personal/Emergency

The Board may approve request for unpaid sick leave for personal reasons 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 another position. Employees shall use all
available paid personal leave days before using unpaid personal leave.

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

3. Parental Leave

The Board shall approve requests for unpaid leave for purposes of child rearing for a period of up to one (1) year.

4. Political Leave

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

5. Military

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

6. Changing Leave Status

Employees on unpaid leave shall not be able to change their status to paid leave without first coming back to work. This section shall have no impact on an employee’s ability to be eligible to draw days from the sick leave pool.

7. If an employee is on the Leave without Pay report for taking unpaid leave without their supervisor’s approval, the employee will be removed from the Leave Without Pay report if the employee does not receive an additional warning for twenty-four (24) months.

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

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

Normal retirement is defined as being able to retire without having any reductions in benefits.
July 1 shall be considered the point of determination regarding penalty for exceeding normal retirement (i.e., 62nd birthday on June 30, less than 30 years service, not eligible for benefit if employment continues after July 1).

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

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

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

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

**ARTICLE 12 - SICK LEAVE POOL**

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

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

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

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

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

F. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility. No other sick leave contribution will be required, except that each participating employee shall be required to contribute an additional day of accrued sick leave if the sick leave pool balance has been reduced below one (1) day for each two (2) participating employees. In the event a member does not have any days at the time of request for an additional day, they shall contribute the next day they earn to the sick leave pool.
1. Employees shall be eligible to join the sick leave pool during the first twenty (20) school days of each school year.

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

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

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

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

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

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

ARTICLE 13 - COMPENSATION

A. Salary Schedules

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

B. General Provisions

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

2. Job Code and Pay Grade Assignment is Appendix E.

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

5. All job-alike experience from other public School Districts will be allowed for pay purposes. Five (5) years non-school related job experience will be allowed for pay purposes. Outside job experience will be allowed only when it coincides with the performance responsibilities of the current job description. A calendar year can only be counted one time in computing School Board and outside job experience. Employee must verify outside experience. Documentation must be presented to the Personnel Services Department before the 1st of the month to be given credit for the experience that month.

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

7. Employees who have completed eighteen (18) or more years of experience recognized by the Okaloosa County School Board shall be eligible for a longevity stipend. The amount for twelve month full-time employees shall be $240 per month. The amount for hourly employees shall be $1.47 per hour.

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

9. Shift Differential

   a. Any full time or part-time employee whose regularly assigned shift ends between 8:00 pm – 9:59 pm shall receive a shift differential of thirty cents ($0.30) per hour for all hours worked.

   b. Any full time or part-time employee whose regularly assigned shift ends at 10:00 pm or later shall receive a shift differential of fifty cents ($0.50) per hour for all hours worked.

C. Insurance

   1. The Board shall offer as a medical insurance option a “Blue Cross & Blue Shield Base Blue Options 3160/3161 HRA” with benefits as found in the “certificate of insurance for 2012”. The cost to the employee for the 2012 contract year shall be $0.00 for single; $678.36 per month for family; $131.80 per month for family with two (2) employees in family based on twelve (12) deductions. Contributions to the Healthcare Reimbursement arrangement will be made by the Employer in the following amounts: Single Coverage, $708.00; Family Coverage, $1,416.00.

The Board shall offer as a medical insurance option a “Blue Cross & Blue Shield Alternate Blue Option 3166/3167 HRA” with benefits as found in the “certificate of
insurance for 2012". The cost to the employee for the 2012 contract year shall be $86.65 per month for single; $837.71 per month for family; $291.15 per month for family with two (2) employees in family based on twelve (12) deductions. Contributions to the Healthcare Reimbursement arrangement will be made by the Employer in the following amounts: Single Coverage, $708.00; Family Coverage, $1,416.00.

For employees who do not choose one of the above options, the Board shall provide a Long Term Disability Policy with benefits as found in “certificate of insurance for 2012" at no cost to the employee.

The Board shall provide a dental plan with benefits as found in “certificate of insurance for 2012" to each employee at no cost to the employee, and make available to the employee family coverage for the same plan at a cost of $35.12 per month; $15.89 per month for families with two (2) employees based on twelve (12) deductions for the 2012 contract year.

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

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

2. The Board shall provide a minimum of $25,000.00 life insurance per employee.

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

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

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

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

1. Employees shall be paid an additional $225 per month for a doctorate, $175 per month for a master’s degree, $125 per month for a bachelor’s degree, or $75 per month for an associate degree.

2. Employees in Pay Grade I-VI shall be paid an additional $1.45 per hour for a doctorate, $1.13 per hour for a master’s degree, $.81 per hour for a bachelor’s degree, or $.48 per hour for an associate’s degree.

   Documentation (transcripts) must be presented to the Personnel Services Department before the 1st of the month in order for supplement to begin that month.

3. The School District will pay the Associate Degree supplement to instructional assistants who are highly qualified or become highly qualified.

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

ARTICLE 14 - MISCELLANEOUS

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

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

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

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

E. Any fingerprinting and/or criminal background check of any current employee required as a result of changes in Florida or Federal Statutes shall be provided free of cost to the educational support personnel.
F. In addition to the deduction verification printout that is already being provided to OCESPA from the Payroll Department on a monthly basis, an additional copy will be provided that is sorted by site. The district will also provide to OCESPA, every three (3) months, a copy of the employee listing sorted by site.

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

The District shall have the following confidential secretaries, which will not be subject to the bargaining unit. If a confidential secretary position is upgraded, that particular confidential secretary position shall be eliminated.

<table>
<thead>
<tr>
<th>Position</th>
<th>Quantity</th>
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<tr>
<td>Assistant Superintendent Operations</td>
<td>1</td>
</tr>
<tr>
<td>Chief Officer Information Systems</td>
<td>1</td>
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<tr>
<td>Chief Officer Quality Assurance</td>
<td>1</td>
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<td>Chief Officer Finance</td>
<td>1</td>
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<td>Chief Officer Human Resources</td>
<td>1</td>
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<td>School Board</td>
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ARTICLE 15 - POLITICAL FREEDOM

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

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

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

ARTICLE 16 - VIDEO CAMERAS

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

B. Employees shall be notified in advance when non-audio cameras/videos are installed in a work place. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility.
C. Tapes from video cameras will not be used to evaluate employees; however, the District will pursue any unlawful acts which are shown on tapes.
ARTICLE 17 – TERMS OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2011 and shall continue in effect through June 30, 2014. This Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated. In the event no successor agreement has been negotiated on the expiration date, the terms and conditions of employment for employees covered by this Agreement shall be continued at a level not less than those set forth herein.

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

B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Article 13, Compensation, and on two (2) other articles of each party’s choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party.

OKALOOSA COUNTY EDUCATION
SUPPORT PERSONNEL ASSOCIATION

[Signatures]

President

Chief Negotiator

Negotiator

Negotiator

Negotiator

SCHOOL BOARD OF
OKALOOSA COUNTY

[Signatures]

Chairman of Board

Superintendent

Chief Negotiator

Negotiator

Negotiator

Negotiator
SCHOOL DISTRICT OF OKALOOSA COUNTY

Official Grievance Form - OCESPA

Name: _______________________________________________________________________
Worksite:_____________________________________ Assignment:_____________________
Home Address: ________________________________ Home Phone: ____________________
_____________________________________________________________________________

A. Date Cause of Grievance Occurred: _______________________________________
B. Relates to what section of Contract: _______________________________________
C. Statement of Grievance: ________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

D. Relief Sought: ________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

_____________________________ _____________________
Signature Date

Step I Date Submitted: ______________________  Date of Disposition:  __________________
Summary of Disposition: ______________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

_____________________________ _____________________
Signature Date

Step II: Date Submitted:  ____________________  Date of Disposition:  ___________________
Summary of Disposition (see attached): ___________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

_____________________________ _____________________
Signature Date

CC: Copy to Immediate Supervisor
    Copy to Grievant
    Copy to OCESPA (Grievant’s Responsibility)

Grievance No.
Membership/Dues Deduction Authorization Form

Continuing Membership Payroll Deduction Authorization

I hereby authorize that my membership in the Okaloosa County Educational Support Personnel Association/FEA/NEA be considered as continuing for this and future years unless and until written notification and dissolution of the Agreement is given by me in the manner prescribed below. I further authorize that any increase in local, state or national dues that may from time to time occur be automatically applied to my payroll deduction payments.

Should I desire to cancel this membership at some future date, I agree to notify in writing, the business office of the school district and the President of the Okaloosa County Educational Support Personnel Association at least thirty (30) days prior to the effective date of termination. Failure to give written notification by this date absolves the business office and the Association of the responsibility for removing my name from the payroll deduction list.

Member’s Signature

Print Name

Last 4 digits of S.S.N.

Date

Work Location

Job Classification

Distribution:

One (1) copy to Personnel
One (1) copy to Association
## Supervisor’s Prior Authorization for Overtime Work

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<th>Date Work to be Done</th>
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## Payroll Documentation of Overtime Worked

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### Instructions:
- Line 1 – Write month/day/year.
- Line 2 – Write number of hours worked beyond the regular work day.
- Box A – Total number of hours on Line 2.
- Box B – If overtime is 2.5 hours or less, enter the amount from Box A into Box B.
  - If overtime is more than 2.5 hours, enter 2.5 into Box B.
- Box C = Box A minus Box B. (If Box A is 2.5 hours or less, Box C will be zero.)

### Payroll Note:
If reported for payment, Box B and Box C totals should be used on the payroll sheet for this payroll period. This original form must be filed with the payroll report.

---

### To Be Completed by Employee:
- I wish to use ________ hours as compensatory time on ________________________________ (date/dates) in lieu of taking leave. (May not accrue more than 100 hours of compensatory time off during a fiscal year. Compensatory time may not be carried over to another fiscal year.)
- I wish to be paid for time worked beyond my regular work week.

Employee’s Signature ____________________________ Date ____________

### To Be Completed by Supervisor:
- I approve the use of compensatory time on ________________________________ (date/dates).
- I approve payment for ________ hours on the next payroll report.

Supervisor’s Signature ____________________________ Date ____________
### APPENDIX D

**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**SUPPORT PERSONNEL SALARY SCHEDULE**  
**FISCAL YEAR 2011-2012**

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Employees who have completed eighteen (18) or more years of experience recognized by the School District of Okaloosa County shall be eligible for a longevity stipend. The amount for full-time monthly employees shall be $240 per month. The amount for hourly employees shall be set at $1.55 per hour. (See ARTICLE 13, Section B-7)

**Note:**

Paygrade III, Step 0, changed from $7.64 to $7.67 per hour effective January 1, 2012, in order to comply with minimum wage requirements.
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Employees who have completed eighteen (18) or more years of experience recognized by the School District of Okaloosa County shall be eligible for a longevity stipend. The amount for full-time monthly employees shall be $240 per month. The amount for hourly employees shall be set at $1.55 per hour. (See ARTICLE 13, Section B-7)
## ADVANCED DEGREES

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## SCHOOL BOOKKEEPERS

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

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Appendix D (cont.)

SCHOOL FOOD SERVICE EMPLOYEES

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

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

SUPPLEMENTS FOR ASSISTANT MANAGERS

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Breakfast Program $0.09 per hour

A maximum of seven (7) courses will be allowed for pay purposes.

MAINTENANCE DEPARTMENT EMPLOYEES

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

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

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

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

SP828  Swimming Pool Technician

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

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

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

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

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

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

**TRANSPORTATION EMPLOYEES**

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

- 046100 Mechanic I

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

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

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

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

- 046100 Mechanic I

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

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

Transportation assistants assigned to monitor special needs student(s) while riding an ESE bus to and from school shall receive a stipend of $.50 per hour.

Summer Feeding Program

Site Supervisors for the summer feeding program will be paid $8.50 per hour. The Site Supervisor’s responsibilities are as follows:

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

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

Central Kitchen workers will be paid at their regular rate.

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

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

Supplement for ESE Classroom Assistants

ESE Classroom Assistants shall receive an additional $1.00 per hour

School Bookkeepers

The School District shall provide a monthly supplement to one bookkeeper per school. The supplement shall be provided to the individual who handles internal accounts and is responsible for the audit report. The individual who receives the supplement may not be the confidential secretary. The amount of the supplement shall be according to the following formula:

<table>
<thead>
<tr>
<th>School Type</th>
<th>Supplement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary</td>
<td>$125.00/month</td>
</tr>
<tr>
<td>Middle</td>
<td>$175.00/month</td>
</tr>
<tr>
<td>High and OATC</td>
<td>$225.00/month</td>
</tr>
<tr>
<td>Special Schools</td>
<td></td>
</tr>
<tr>
<td>Silver Sands</td>
<td>$125.00/month</td>
</tr>
<tr>
<td>Laurel Hill</td>
<td>$175.00/month</td>
</tr>
<tr>
<td>OATC</td>
<td>$225.00/month</td>
</tr>
<tr>
<td>Baker</td>
<td>$225.00/month</td>
</tr>
</tbody>
</table>
## APPENDIX E

**SCHOOL DISTRICT OF OKALOOSA COUNTY**

**JOB CODE PAY GRADE ASSIGNMENT**

<table>
<thead>
<tr>
<th>PAYGRADE E</th>
<th>PAYGRADE F</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant</td>
<td>Air Condition &amp; Refrigeration II</td>
</tr>
<tr>
<td>Buyer</td>
<td>Carpenter II</td>
</tr>
<tr>
<td>Certification Analyst</td>
<td>District Custodian I (12 months-Full Time)</td>
</tr>
<tr>
<td>Data Systems Tech I</td>
<td>District Level Clerk</td>
</tr>
<tr>
<td>Insurance Ombudsman Confidential</td>
<td>Electrician II</td>
</tr>
<tr>
<td>Program Analyst</td>
<td>Mechanic II</td>
</tr>
<tr>
<td>Student Service Worker</td>
<td>Plumber II</td>
</tr>
<tr>
<td>Support Employees Analyst</td>
<td>Printing Press Operator</td>
</tr>
<tr>
<td>System Support Analyst</td>
<td>School Level Clerk</td>
</tr>
<tr>
<td>Title Resource Liaison</td>
<td>Stadium Personnel</td>
</tr>
<tr>
<td>Welder II</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE C</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDL Trainer/Safety Monitor</td>
</tr>
<tr>
<td>Computer Operator I</td>
</tr>
<tr>
<td>Data Systems Technician II</td>
</tr>
<tr>
<td>Educational Interpreter - ESE (Sign Language)</td>
</tr>
<tr>
<td>Human Resource Analyst</td>
</tr>
<tr>
<td>Leaderman</td>
</tr>
<tr>
<td>Payroll Clerk</td>
</tr>
<tr>
<td>Retirement Analyst</td>
</tr>
<tr>
<td>System Support Analyst II</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE D</th>
<th>PAYGRADE G</th>
</tr>
</thead>
<tbody>
<tr>
<td>** Special Placement Chart A</td>
<td></td>
</tr>
<tr>
<td>** Bookkeeper</td>
<td></td>
</tr>
<tr>
<td>** Child Development Associate</td>
<td></td>
</tr>
<tr>
<td>** Day Care Coordinator</td>
<td></td>
</tr>
<tr>
<td>** ESE Job Coach</td>
<td></td>
</tr>
<tr>
<td>** District Level Secretary - 10 Months</td>
<td></td>
</tr>
<tr>
<td>** District Level Secretary - 12 Months</td>
<td></td>
</tr>
<tr>
<td>** ESE Job Coach</td>
<td></td>
</tr>
<tr>
<td>** School Secretary - 10 Months</td>
<td></td>
</tr>
<tr>
<td>** School Secretary - 12 Months</td>
<td></td>
</tr>
<tr>
<td>** Special Placement Chart B</td>
<td></td>
</tr>
<tr>
<td>** Class Assistant</td>
<td></td>
</tr>
<tr>
<td>** ESE Assistant</td>
<td></td>
</tr>
<tr>
<td>** ESL Interpreter (Language)</td>
<td></td>
</tr>
<tr>
<td>** Pre-Kindergarten</td>
<td></td>
</tr>
<tr>
<td>Delivery Personnel</td>
<td></td>
</tr>
<tr>
<td>District Custodian II (12 months-Full Time)</td>
<td></td>
</tr>
<tr>
<td>Reproduction Clerk</td>
<td></td>
</tr>
<tr>
<td>School Custodian II (10 months-Full Time)</td>
<td></td>
</tr>
<tr>
<td>School Custodian II (12 months-Full Time)</td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE I (Continued)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Vo-Tech</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Driver - 9 months</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bus Monitor</td>
</tr>
<tr>
<td>Laborer - Hourly</td>
</tr>
<tr>
<td>Lunchroom Monitor - 9 months</td>
</tr>
<tr>
<td>Transportation Assistant</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Lunchroom Manager</td>
</tr>
<tr>
<td>Food Service Worker Hourly - 189 Days</td>
</tr>
<tr>
<td>Food Service Worker Hourly - 191 Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PAYGRADE V</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Care Worker</td>
</tr>
<tr>
<td>School Custodian - 9, 10, 12 months hourly</td>
</tr>
</tbody>
</table>
### APPENDIX F

**SCHOOL DISTRICT OF OKALOOSA COUNTY**

**PERSONNEL SERVICES DEPARTMENT**

**EVALUATION OF EDUCATION SUPPORT PERSONNEL**

**Employee’s Legal Name:**

**Job Title:**

**Last 4 of SSN:**

**Location:**

**JOB KNOWLEDGE/WORK HABITS**

- Demonstrates efficient use of time, planning and organizational skills.
- Demonstrates ability to work with little or no direct supervision.
- Demonstrates an ability to learn new skills and adapts to change.
- Demonstrates a willingness to accept authority and direction.
- Demonstrates proficiency in job knowledge and performs accordingly.
- Demonstrates a positive attitude toward job/tasks.
- Demonstrates good judgement and common sense toward assigned duties.
- Demonstrates stability and an ability to handle stress and be tolerant.

<table>
<thead>
<tr>
<th>Meets Expectations</th>
<th><strong>Does Not Meet Expectations</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INTERPERSONAL SKILLS**

- Demonstrates appropriate interaction with staff, clients, students and/or parents.
- Demonstrates awareness to the needs of staff, clients, students and/or parents.
- Demonstrates appropriate oral skills when communicating with others.
- Demonstrates appropriate written skills when communicating with others.
- Demonstrates appropriate relations with supervisor and peers.
- Demonstrates loyalty, reliability, honesty and integrity on the job.

<table>
<thead>
<tr>
<th>Meets Expectations</th>
<th><strong>Does Not Meet Expectations</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Evaluator**

**Comments:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Employee**

**Comments:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>

**Signatures**

*Note: Signatures indicate the two parties discussed the completed evaluation form. It does not necessarily denote agreement.*

**Signature of Employee**

**Date**

**Signature of Evaluator**

**Date**

**cc:** Principal/Supervisor

**Employee**

**Personnel Department**

**Success Plan Attached**
SCHOOL DISTRICT OF OKALOOSA COUNTY
PERSONNEL DEPARTMENT
EDUCATIONAL SUPPORT SUCCESS PLAN

Employee's Legal Name: ___________________________  Date: ______________

Last 4 of SSN: ___________________________  Conference #: ______________

Job Title: ___________________________  Location: ___________________________

Specific Description of Problem(s):

Evaluator's Suggestion for Improvement:

Assistance to be Provided:

Action to be Taken by Employee:

Action to be Taken by Evaluator (if any):

Date/Time for Follow-up Conference: ___________________________

Signature of Employee  Signature of Evaluator
APPENDIX H

Okaloosa County School Board
And
Okaloosa County Educational Support Professional Association

2011-2012 Negotiated Items

1. The contract is continued as a new contract for 2011-2014;

2. Salaries are frozen at the current rate for 2011-2012 and 2012-2013;

3. The only openers for 2013-2014 will be salary and fringe benefits;

4. Implementation of the new custodial plan with salary adjustments as per plan;

5. We will agree to no new privatization for the next three (3) years with the following possible exception:

   Should Sodexo opt out of their current contract, the District reserves the right to bid a new contract for food service which may include total privatization;

6. Job description for Grounds II Personnel approved at Custodian II pay level.