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8-14-1991

Okaloosa County School Board and Okaloosa County Education Association (1991)

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Okaloosa County School Board and Okaloosa County Education Association (1991)

Location

Okaloosa Co., FL

Effective Date

8-14-1991

Expiration Date

August 1994

Number of Workers

1700

Employer

Okaloosa County School Board

Union

Okaloosa County Education Association

Union Local

Okaloosa Co., FL

NAICS

61

Sector

Local government

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Comments

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MASTER CONTRACT

BETWEEN

OKALOOSA COUNTY SCHOOL BOARD

AND

OKALOOSA COUNTY EDUCATION ASSOCIATION

August 14, 1991 to August 14, 1994

Data Inside

Michael Foxworthy Exec Dir
Gulf Coast Univ Serv Council OCEA
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ARTICLE II - RIGHTS

Section 1 - Association and Professional Rights

- A. The Board and the Association agree that teachers shall have the right freely to organize, join and support or to refrain from organizing, joining and supporting the Association. The Board and the Association undertake and agree that they will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement as provided by the Florida Public Employees Relations Law 447.501.
- B. The Association shall have the right to use school buildings, facilities and equipment as provided under prevailing Board policies.
- C. The Association shall have the right to post notices of activities and matters of association concern in appropriate and specifically assigned space in the teacher's lounge or work room after such notices have been initialed by the Association President or building representative.
- D. The Association shall have the right to use teacher mail boxes for communication with teachers. All correspondence must include a return address.
- E. The Board agrees to make available to the Association in response to written requests all matters of public record at cost. These requests should be addressed to the Chief Negotiator.

- F. Teachers are entitled to full rights of citizenship when so entitled under the laws and Constitution of the State of Florida and of the United States. In no way is this Agreement intended to add to or delete from these rights. However, it is agreed by both parties to exhaust the grievance procedure prior to proceeding to other remedies.
- G. Upon proper request, the Board shall place on the agenda a time for Association business.
- H. The Association president or his/her designee shall be granted release time up to twenty (20) days per school year to attend to Association business. However, of their twenty (20) days no 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 Deputy Superintendent.
- I. Any teacher 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 A) 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 sum as authorized in equal monthly payments from the teacher'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.

- J. The Association agrees to indemnify and hold harmless the Board for any losses or damages arising from the operation of Paragraph I. 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 employer within thirty (30) calendar days after the date such deductions were or should have been made.
- K. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for any and all programs approved by the Board.
- L. The Association president, his/her designee, and/or the Association faculty representative shall be given an opportunity at the end of each building faculty meeting to present brief reports and announcements.
- M. The Board may advise the Association of any new or modified fiscal, budgetary or tax reforms, construction programs, or major revisions of education policy which are proposed, and the Association may be given opportunity to advise the Board with respect to said matters prior to their adoption.

Section 2 - School Board Rights

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

ARTICLE III - NEGOTIATIONS PROCEDURES

- A. If either party desires to modify, amend, or terminate this Agreement, a written notice must be submitted to the other party prior to April 1 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before June 20. The negotiation meetings will be scheduled at reasonable times to allow both parties to participate fully.
- B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on salary, insurance, supplements and one (1) Article of each party's choosing. If either party desires to reopen negotiations under this provision, a written notice must be submitted to the other party by June 1. If such notice is given, negotiations shall be initiated on or before June 20. The negotiation meeting will be scheduled at reasonable times to allow both parties to participate fully.
- C. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five (5%) percent of the operational revenue before January 1, 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.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1 - Definitions

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

Section 2 - General Provisions

- A. The purpose of the procedure is to secure at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
- B. Nothing contained herein shall be construed as limiting the rights of any individual teacher having a problem to discuss the matter informally with his immediate supervisor in an effort to have the problem adjusted without intervention of the Association.
- C. All grievance meetings will be held at such time and place to enable all parties to fully participate in the process. This time will usually be after school.
- D. All documents, communications and records dealing with the processing of a grievance will be treated as confidential

files maintained by the Chief Negotiator in so far as the same can be kept confidential while at the same time meeting all requirements of the "sunshine law" and "public documents law."

Section 3 - Procedures

- A. It is expressly understood that a claim must cite the article violated and clearly demonstrate the violation in order to assist in the administration of the grievance.
- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and an effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- C. 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.
- D. Failure at any step of this procedure to appeal the grievance to the next step within ten (10) days shall be deemed to be waived of further right to appeal.
- E. In the event a grievance is filed on or after May 15, which is left unresolved until the beginning of the following school year, and could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted

prior to the beginning of the new school year.

F. Nothing contained herein shall prohibit the grievant from withdrawing his grievance at any step in the grievance procedure.

G. The grievant shall have the right to have an Association representative present at all levels of the procedure.

Section 4 - Initiation and Procedure (Informal)

In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with the immediate supervisor with the objective of resolving the matter informally.

Step I (Formal)

If the grievant has been unable to resolve his grievance informally, the grievant will invoke formal grievance by filing the prescribed form (Appendix B) with his immediate supervisor with a copy to the Association. Within five (5) school days, the immediate supervisor shall meet with the grievant and shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the grievant. The Association may decide at any level, up to and including Step II, that the grievance lacks merit. The Association will notify the grievant and the principal or immediate supervisor of such a decision.

Step II (Formal)

If the grievant is not satisfied with the disposition of his grievance at Step I, or if no decision has been rendered

within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools or his designated representative and notify the Association.

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

Step III Arbitration

If the grievant is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within five (5) school 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 behalf, and the Board shall share equally all expenses of the arbitration.

ARTICLE V - TEACHING CONDITIONS

- A. A committee comprised of four (4) teachers in each school shall be formed during pre-planning each year. One (1) member of this committee shall be an Association member elected at large by the Association members within that school, one (1) member shall be elected by total faculty ballot, and two (2) members shall be appointed by the principal.
1. The committee shall meet as needed but not less frequently than three (3) times annually.
 2. The principal, with the committee, shall establish and maintain an equitable duty schedule for all classroom and special area teachers.
 3. In an effort to provide teachers with relief periods in the morning and afternoons as often as possible and at the same time provide for the necessary supervision of students, the above committee will consider the use of aides, administrative staff, rotation within grade levels, scheduling of teachers and/or other alternatives.
- B. The individual school budget shall be discussed by the above committee prior to post school planning. A copy of the school budget shall be readily available to all teachers.
- C. The Board shall provide each school with adequate materials required in daily teaching responsibilities as are required to meet the Board's desired educational standards.

- D. The administration will work with teacher to provide access to a private telephone for professional and personal calls.
- E. Each teacher shall report any unsafe or hazardous conditions, in writing to the principal as soon as practicable.
- F. A room shall be provided in each school for necessary teacher conferences with parents or students.
- G. The Board shall provide a reserved parking area for teachers except when substantial capital investment would be needed to accomplish this goal.
- H. When school is not in session, teachers shall be given access to the building for use in conducting school business. This arrangement with the principal will be equitable and scheduled at reasonable times.
- I. Observation of a teacher's class by persons other than School Board Members or school administrative/supervisory personnel shall not be allowed without sufficient notification to the teacher involved as determined by the principal or his designee. Such persons will be issued a visitor's pass.
- J. Teachers and administrators accept the joint responsibility to minimize unnecessary interruptions by maintenance, custodial or construction workers, inter-communication systems or other such disturbances in classroom.
- K. Teachers may, if they choose, meet and confer with the principal on the criteria for and selection of department

and grade level chairperson and team leaders.

- L. Custodial service shall be provided by the Board to maintain classrooms and other areas of each school in a clean condition except in cases of emergency.
- M. Elementary teachers may use the time during which their students are in special classes as preparation/conference periods.
 - 1. Exceptional student education teachers are entitled to a preparation/conference period the same as elementary classroom teachers.
- N. The length of the teachers' professional day shall be seven and one-half ($7\frac{1}{2}$) hours including a preparation period and a duty free lunch period. The duty free lunch period shall be a minimum of twenty-five (25) minutes. The preparation period shall be not less than one instructional period in secondary school and not less than thirty (30) continuous minutes during the student instructional day in the elementary school. Teachers may be required to remain with the students during the lunch period for the first two weeks of school. Teachers may be required to supervise their students during the lunch period on the day before school is dismissed for the Christmas holidays. During an emergency teachers shall be called back for supervisory duties during the lunch period. The duty free lunch period will be waived for preschool handicapped and prekindergarten early intervention teachers.

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

Additional assignments related to the instructional program may be made during the specified day as required.

Assignment limitations contained in this paragraph may be waived by the Principal in case of an emergency.

High school principals will have the authority to assign duties during one of the two (2) non-teaching periods.

Duties will include but not be limited to:

- a. teachers as advisors duties
- b. supervisory duties
- c. study halls
- d. committee assignments for curriculum projects, accreditation projects
- e. teachers who sponsor non-supplemental school clubs and supervise other after-school activities will be given consideration when duties for the second non-teaching period are assigned.

High school teachers who are earning a supplement during one of the seven periods will have five (5) regular class periods, a supplement period and a planning period.

Example: Cheerleader sponsor will have five (5) regular teaching periods, one (1) period for cheerleaders and one (1) planning period.

- O. Teachers may be assigned equitable a maximum of twelve (12) supervisory and professional duties prior to the time when they would otherwise be required to report for duty in the morning or subsequent to the time they would normally leave in the afternoon. Teachers are not required to perform more than one duty during any one week. The aggregate number of such duties should not exceed that of prior years unless conditions clearly require an increase.
- P. Teachers' participation in extra-curricular activities beyond the established limit as cited in the above paragraph for which no additional compensation is paid shall be strictly voluntary.
- Q. The Board shall make efforts to provide teaching stations which it deems appropriate for all special service and special subject teachers.
- R. Substitute teachers shall be employed for absent teachers when feasible and/or possible. This statement should not be construed to mean that teachers on duty will be assigned to cover the absent teacher's classroom unless in an emergency.
- S. Substitute teachers shall have applied for or have a valid

Florida teaching certificate, regular or substitute.

Persons employed as substitute teachers prior to the 1975-76 school year are exempt from this requirement and therefore may be employed when and as needed.

- T. It will be the teacher's responsibility to provide daily lesson plans when absent except in cases of emergency.
- U. When available substitute aides will be employed for absent aides in exceptional programs.

ARTICLE VI - CLASS SIZE AND CLASS LOAD

- A. The Board will make efforts within reason to assure that teacher-pupil ratios are equitable within schools.
- B. Teachers whose class size exceeds the limits listed in Maximum Class Size and Class Load (See Appendix C) may request relief from their principal.
- C. The Principal or his designee will explore with the teacher all practical ways either to reduce the class size or to provide relief through local means without commitment of additional funds. If class size and class load cannot be reduced and it is determined that class size and class load will exceed the maximum plus ten (10%) percent for a six (6) week period, adequate teacher relief will include but not be limited to the following: (1) aides, (2) additional equipment or materials, (3) compensatory time, (4) exchange of students, (5) changing physical space, (6) an additional teacher.
- D. Every effort will be made to have not more than three (3) subject area preparations per day.

ARTICLE VII - TEACHERS AUTHORITY AND PROTECTION

- A. Any case of school related assault upon a teacher shall be promptly reported to the Board or its designated representative. Teachers have the right to report such assault to the appropriate legal authorities. The Board shall save harmless and protect all teachers to the extent of Board liability under the laws of Florida. Time for appearances before a judicial body or legal authority when in connection with any incident in this article shall result in no loss of wages or reduction in accumulated leave.
- B. It is the responsibility of the teacher to maintain a satisfactory level of control and discipline. The Board recognizes its responsibilities to offer reasonable assistance to the teacher in meeting this responsibility.
- C. A teacher shall not inflict corporal punishment before consulting the principal or teacher in charge of the school, and in no case should such punishment be degrading or unduly severe in nature. All corporal punishment inflicted by a teacher shall be administered in the principal's or assistant principal's office or a place designated by the principal with a principal or assistant principal, or the teacher in charge as a witness.
- D. A teacher may impose classroom discipline where necessary in cases of minor infractions and may use such reasonable force as may be necessary to protect themselves and other students from the disruptive student(s).

- E. No action against a teacher shall be taken on a basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the teacher's central personnel file unless the matter is first reported to the teacher in writing and the teacher has the opportunity to respond in writing within five (5) days. A meeting between the teacher and the individual filing the complaint may be arranged at the principal's discretion. If such meeting is not arranged, written justification to the teacher will be provided. All such notices shall be removed from the teacher's file as is negotiated by the teacher and the superintendent or his designee.
- F. A committee consisting of teachers and administrators shall be established to work with the principal to improve the behavioral level of students in the school, to improve the human relations climate in the school, and to establish procedures and policies for dealing with students and special behavior problems.
- G. All cases of child and/or drug abuse shall be reported to the teacher's immediate supervisor. The teacher may ask the immediate supervisor about his disposition of the case.
- H. When it is known that a student has any of the diseases listed in Okaloosa County School Board Policy Chapter 20 (Communicable Diseases), teachers in immediate contact with that student shall be notified.

- I. No language in Article VII above will be interpreted to bargain away the rights of students.

ARTICLE VIII - GENERAL EMPLOYMENT PRACTICES

A. Vacancies

Vacancies shall be defined as any bargaining unit positions to be filled.

1. When it becomes known by the Board that a vacancy will extend beyond sixty (60) days, such vacancy shall be posted on each school's bulletin board. Posting will include job title, location, deadline, certification required, and contact person.
2. Teacher will have eight (8) days in which to apply prior to the filling of any vacancy.
3. Summer academic, evening or adult education, supplemental positions and other programs in the Okaloosa County School System shall be filled with preference to the more qualified current employee as determined by the Board and Superintendent. This provision shall not be interpreted to prohibit the Board from filling the above named positions from outside applicants.
4. Teachers employed to fill vacancies shall have applied for or have a valid Florida teaching certificate and shall be placed at the appropriate step of salary schedule upon employment, based on experience and training.

B. Vacancies in Promotional Positions

1. Promotional positions are defined as those positions not on the basic salary schedule for teachers which receive a differential payment above the basic teacher's salary schedule (but not including those positions for which supplementary pay for extra-curricular and coaching duties are afforded) including, but not limiting to, positions as deputy superintendent, assistant superintendent, director, supervisor, principal and assistant principal, and curriculum coordinator.
2. All vacancies in promotional positions, as defined herein, shall be posted in every school, setting forth the qualifications for the position, including the duties and salary range, and the final date for application.
3. When school is in session, such notice shall be posted as far in advance as practicable.
4. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designee.

C. Summer Program and Summer Academic Program

1. Teachers in the summer program and summer academic program shall be paid in accordance with the salary schedule which is attached to and is an appendix of this Agreement.

2. Teachers in the summer program shall be entitled to one and one-half (1½) sick leave days at the rate of one (1) day of sick leave for twenty (20) work days.
3. Teachers employed for summer positions shall be notified by letter stating the conditions under which they will be employed prior to the beginning of their program.
4. Should registrations not be adequate to maintain classes, the teachers shall be paid for the first class period.

D. Hourly Instructional Program

1. All hourly instructional personnel including vocational, technical, adult education and compensatory education programs shall be paid in accordance with the salary schedule which is attached to and is an appendix to this Agreement.
2. Instructors appointed for positions in these programs shall be notified stating the conditions under which they will be employed prior to the beginning date of their program.
3. Should registrations not be adequate to maintain classes, the instructor shall be paid for the first class period.

E. Supplemental Positions

1. Supplemental positions shall be those listed in Appendix H.

2. The Board and the Association recognize supplemented positions to be those positions with duties over and above those of a full time certificated instructional employee. The Board shall make annual appointments of teachers to supplemental positions six (6) weeks prior to the end of post school planning when feasible. Once notified of their appointments, such teachers shall not be dismissed from supplemental positions without just cause for the appointed year.
3. Salaries for supplemental positions shall be paid only to persons who fulfill the responsibilities of supplemental positions listed in Appendix H.
4. When possible, the Board shall notify all supplemental teachers of their supplemental calendar prior to post planning of each school year.

ARTICLE IX - TRANSFERS AND REASSIGNMENTS

A. Although the Board and the Association recognize that frequent transfers of teachers from one school to another may disrupt the education process and interfere with optimum teacher performance, they also recognize that some transfers will be necessary for administrative purposes and to insure a fair distribution of experience and qualified teachers throughout the system.

B. Voluntary Transfers

1. Application for transfer will be filed directly in the County Personnel Office by the use of the Transfer Request Form (Appendix D).

Teachers will designate desired position(s) and location(s). When such position is available, the principal will review all applicant's transfer requests and contact those he wished to interview. The principal will date and initial applications of those who wish to transfer, indicating that the application has been considered. If the principal does not choose from among current employees, positions will be advertised and new applicants may apply.

2. Transfers will be effected by the Personnel Office.
3. Principals will notify the Personnel Office of vacancies.
4. Vacancies, including promotional positions will be posted in every school and updated periodically by the Personnel Office.

5. In acting on requests for voluntary reassignments and/or transfers the following criteria will be applied:
 - a. area of certification,
 - b. length of continuous service within the bargaining unit,
 - c. instructional requirements,
 - d. individual or personal qualifications and evaluations,
 - e. specialty experience,
 - f. principal's acceptance of applicant.

C. Involuntary Transfers

1. A vacancy should not be filled by means of an involuntary transfer or reassignment unless the transfer is deemed by the Board to be in the best interest of the Okaloosa County School System.
2. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.
3. Involuntary transfer and reassignment will occur as infrequently as possible and will be limited to meeting the requirements of class size, experience of staff and personal adjustment for specific teachers.
4. When an involuntary transfer or reassignment is necessary, either within a school or between schools, a teacher's (1) areas of certification, (2) length of continuous service within the bargaining unit, and (3) evaluation reports of service within the bargaining unit,

will be considered in the order listed in determining which teachers are to be transferred or reassigned. In exceptional cases where the problem calling for the transfer or reassignment cannot be resolved because of the limits of the above criteria, a unilateral transfer may be made by the Board. Full justification will be furnished the teacher involved and become a matter of record.

ARTICLE X - REDUCTION IN PERSONNEL

A. In the event the Board determines that staff must be reduced for economic reasons or due to decreasing enrollment a review committee from the Board and the Association shall meet. The Committee shall examine the evidence which indicates that such a reduction is necessary and make recommendations based on objective and non-discriminatory standards. Such standards (1) shall not deprive employees or the Board of other rights conferred by this Agreement or laws of the United States and Florida, and (2) shall be capable of uniform application.

B. Resignation

1. Failure by any teacher hired in a teaching and supplemental position beginning with the 1983-84 school year and each year thereafter, to maintain the supplemental position at the Board's request or until such time that the Board is able to grant the release will constitute a resignation of the teaching position.

C. If a reduction in staff is determined to be necessary, the following procedure shall be controlling:

1. Lay-Offs

a. The Board shall determine which reductions will be made.

b. The order of lay-off of teachers shall be based on length of uninterrupted service in the school district provided that the remaining employees have

demonstrated ability and qualification to perform the remaining available work as determined by the Board. Continuing professional service contract teachers certified in the area in which reductions will be made and having the longest uninterrupted service in the district shall be the last to be laid off. Where length of service is the same, the continuing professional service contract teacher with the best performance record will be retained. If lay-offs are to occur, a seniority list in accordance with this paragraph will be prepared by the Board.

2. Recall

- a. The Board shall determine the areas of certification and the number of positions in which recall will be made and the number of teachers to be recalled.
- b. Continuing professional service contract teachers shall be recalled first in inverse order of lay-off. Annual contract teachers shall then be recalled. The order of recall of annual contract teachers shall be determined by the Board.
- c. No new teachers shall be hired in a laid-off teacher's area of certification.
- d. Laid-Off teacher shall remain on the recall list until such time as they are recalled or decline employment.

- e. In order to be considered a first year teacher, a teacher must teach in the same position of replacement one (1) day over half of the school days for teachers during a given year.

ARTICLE XI - LEAVES

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

A. Sick Leave

1. Any member of the instructional staff employed in the public schools of this county, who is unable to perform his duty in the school because of illness, or because of illness or death of someone in his immediate family, and consequently has to be absent from his work, shall be granted leave of absence for sickness by the County Superintendent or by someone designated in writing by him to do so. Sick leave shall be taken in one-half (1/2) or full days. (However, in case of an emergency where the bargaining unit member is unexpectedly forced to leave work, it may be taken in one-quarter (1/4), one-half (1/2) or three-quarters (3/4) days). In the event an absence exceeds five (5) consecutive work days, a certificate from a licensed physician shall accompany the Sick Leave Claim.
2. Each member of the instructional staff is entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during a fiscal year, more than a total of one

(1) day of sick leave for each month of employment.

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

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

B. Annual Leave

1. Full time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:
 - a. An employee with less than five (5) years continuous twelve months service in the district at the rate of

one (1) day per month for each month of full-time employment.

b. An employee with five (5) years or more of continuous twelve months service in the district at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for each month of full-time employment.

c. An employee with ten (10) years or more of continuous twelve months service in the district at the rate of one and one-half ($1\frac{1}{2}$) days per month for each month of full-time employment.

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

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

4. This leave may not be taken until accumulated. It will be allowed to accumulate to 500 hours.

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

C. Personal Leave Without Pay

Leave of this nature should be taken only when deemed a dire necessity and a reasonable explanation should be included in the request for this type of leave. Any such leave of absence shall be approved by the Personnel Director.

Available paid personal leave days must be used before

applying for this leave. Teachers on personal leave without pay will not be allowed to switch to paid leave without first coming back to work. This provision shall have no effect on the use of the sick leave pool. Any member of the instructional staff who is absent for personal reasons shall not be entitled to pay while absent.

D. Illness-In-line-of-duty

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

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

Request 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 teacher making the request was in contact with the disease within the incubation period.

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

Any member of the instructional staff who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file a claim in a manner prescribed in Florida Statutes 231.40(2), by the end of each month during which such absence has occurred.

The Board shall approve such claims and authorize the payment thereof; provided that the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of this action.

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

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

E. Sabbatical Leave

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

1. Any teacher who has satisfactorily completed six (6) consecutive years of teaching in the school district may apply for sabbatical leave.
2. A sabbatical leave without pay may be granted to permit a teacher to engage in study, research, or other reason approved by the Board.

3. A teacher who requires a sabbatical leave for study will be expected to enroll as a full time student at an institution of higher education.
4. The Application for Sabbatical Leave (Appendix E) including a plan for study and/or travel must be submitted to the Personnel Director or his designee as soon as feasible. Applicants will be notified as soon as a decision is reached. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his request for leave.
5. Not more than six (6) teachers represented in the bargaining unit shall be granted sabbatical leave during any one (1) school year.
6. Applications for sabbatical leave will be screened by a committee of six (6) members. Three (3) members of the screening committee are to be appointed by the Superintendent and three (3) members are to be appointed by the President of the Association. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include need, area, and plan of study and/or travel, seniority and past contributions to the school district. In all cases, a teacher making application for his first sabbatical leave

shall have preference over one who has previously had sabbatical leave. Upon termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he has completed an additional six (6) full years of service in the school district.

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

F. Professional Leave With Pay

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

and such professional leave with pay should not granted in excess of five (5) summers.

2. The Superintendent after receiving from the Association a list of certified delegates shall grant to each Association delegate two (2) leave days with pay for the purpose of attending the Florida Teaching Professional annual convention. The total number of delegates authorized to attend will represent five (5%) percent of the Association membership plus five (5) delegates at large.
3. Leave days for individual professional conferences (such as an English teachers' conference) will be administered and funded through the Teacher Education Center in coordination with the principal or immediate supervisor.

G. Maternity/Paternity

1. Maternity/Paternity leave for the purpose of child-bearing and/or child rearing shall be granted by the Board for up to one (1) year as a non-paid leave, provided sufficient notice is given to assure that a qualified substitute (where applicable) can be hired. Prior to the commencement of such leave, the teacher may utilize any portion of accrued sick leave for child-bearing.

H. Leave of Absence

1. A leave of absence without pay, of up to two (2) years may be granted to any teacher upon application, for the

purpose of serving as full-time paid officer of a national, state or local professional organization. Upon return from such leave, the teacher shall be returned to his former position or a substantially similar position for which the teacher is certified.

2. Any teacher granted leave of absence as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, providing that the premium, in full for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due.

I. Temporary Absence

Each principal shall have the authority to equitably release teachers of his staff for one (1) hour or less of student contact time. In cases where other staff members are able to conduct missed classes of the excused teacher and a substitute is not required, it shall not be necessary to charge the excused teacher with personal or sick leave. Teachers must sign out to fulfill this requirement and records of these temporary absences must be maintained, showing the number of such absences involved.

ARTICLE XII - SICK LEAVE POOL

- A. A sick leave pool shall be established for use by participating teachers.
- B. Participation in the sick leave pool shall be voluntary on the part of each teacher.
- C. All full time teachers shall be eligible for participation in the sick leave pool after one (1) year of employment by the Okaloosa County School Board provided said teacher has accumulated a minimum of twenty (20) days of accrued unused sick leave.
- D. Any sick leave pooled pursuant to this article shall be removed from the accumulated sick leave balance of the teacher donating such leave and shall not be available to the donating teacher as sick leave.
- E. Any sick leave time drawn from the pool by the participating teacher must be used for the teacher's personal catastrophic illness, accident or injury.
- F. Each participating teacher shall contribute one (1) day of sick leave in the first month of eligibility. No other sick leave contributions will be required, except that each participating teacher shall be required to contribute an additional one (1) day of accrued sick leave if the sick leave pool balance has been reduced below one (1) day for each two (2) participating teachers.

1. Teachers shall be eligible to join the sick leave pool during the first twenty (20) working days of each school year.
 2. The teacher who cancels his/her membership in the sick leave pool shall not be eligible to withdraw the days of sick leave he/she has contributed to the pool.
- G. A participating teacher shall not be eligible to use sick leave days from the pool until all of his or her sick leave has been depleted. A teacher so situated, shall be eligible to use up to a maximum of ninety (90) days of sick leave from the pool within a twelve (12) month period and only for approved absences of five (5) continuous days or more.
- H. A participating teacher who is eligible to use sick leave days from the pool shall not be required to recontribute such days, except as a regular contributing member.
- I. A teacher who transfers into another school district within the state shall not be eligible to have sick leave days from the pool transferred to that school board's sick leave pool.
- J. Abuse of the use of the sick leave pool may be investigated and on a finding of wrong doing, the teacher may be required to repay any or all of the teacher's sick leave credits drawn from the sick leave pool at the teacher'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 utilized by the participating teacher in the sick leave pool.
- 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 shall be deemed necessary.

- L. Costs under this provision shall not exceed \$100,000.00 during the term (three years) of this Agreement or no more than \$40,000.00 in any one (1) year.

ARTICLE XIII - TEACHER EDUCATION CENTER

- A. Inservice for teachers is a function of the Teacher Education Center (TEC) which by statute provides for majority teacher membership and participation in decision making in the Teacher Education Center Council.
- B. In as much as this majority membership is capable of expressing the will of the teachers, the inservice program and planning adopted by the TEC is considered acceptable to terms of employment and working conditions of this Agreement.
- C. Details regarding the structure and operation of the TEC will be provided by the TEC by means of normal communication channels.

ARTICLE XIV - TEACHER EVALUATION

A. Goals for Evaluation

The primary purpose of evaluation is to facilitate change in the teacher's behavior to improve the quality of instruction based upon standards or goals established for various positions in the school system.

To achieve these goals, the process of evaluation should emphasize the development of factual evaluation about specific achievements. The method designed to obtain the information must be formalized to the extent it supports decisions on salary, transfers, promotions and dismissals. (See Appendix F, MIS 5166 and MIS 5178)

B. Procedure for Evaluation

It is the responsibility of the principal or the immediate supervisor to make the evaluation of the individual, within the guidelines of the Okaloosa County School District Teacher Evaluation System, develop standards and goals which serve as a basis for assessment, and prepare a plan for observation which will insure:

1. An orientation with teachers prior to observation to explain the evaluation method, goals, standards, and any observational instrument, used to support the final observation.
2. Number and length of classroom observations required per year: Minimum of two (2) for teachers involved in the 180-day Professional Orientation Program as required by

Okaloosa District's Professional Orientation Program; minimum of one (1) for teachers involved in the modified Professional Orientation Program, as required by Okaloosa District's Professional Orientation Program; minimum of one (1) in the fall semester for teachers on annual contract other than those involved in the Professional Orientation Program; minimum of one (1) for a teacher on a continuing or professional services contract, provided that the teacher meets expectations.

3. A classroom observation will be one (1) instructional period but not less than twenty (20) consecutive minutes.
4. A discussion and written review with the teacher, within ten (10) school days of the observation, to identify areas of strengths, weakness and improvements needed.
5. That teachers will receive their final written evaluation by April 1.
6. The opportunity for oral or written response by the teacher to be filed with the evaluation.
7. Provision for the teacher to review and make copies of any and all of his personnel file including end of year evaluation.
8. Open observation and monitoring of the teachers by qualified professional persons.
9. Prior review by the individual of all derogatory material with an opportunity to submit written comments to such material.

C. Disciplinary Action

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

D. General

The Board and the Association agree to continue an appraisal process review to determine weaknesses and make corrections.

ARTICLE XV - POLITICAL ACTIVITY

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

ARTICLE XVI - ACADEMIC FREEDOM

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

B. Academic freedom shall be guaranteed to teachers in study and investigation of facts and ideas concerning man, human society, the physical and biological worlds and other branches of learning.

Teachers will teach the curriculum which shall be open to community and School Board evaluation.

ARTICLE XVII - SCHOOL CALENDAR

- A. A committee named by the Board and a committee named by the Association will meet and confer during the month of February in order to establish a tentative recommended school calendar.
- B. The school calendar shall not exceed the statutory limits of 196 teacher work days or 180 student attendance days.
- C. Teachers shall be paid for six (6) holidays during the teachers' school year.
- D. School shall be dismissed early on the last day of school for students.
- E. In the event schools are closed necessitating a change in the calendar the Superintendent or his designee will meet and confer with the Association before making a recommendation to the Board concerning either making days up or appealing to the State Cabinet to excuse days.

ARTICLE XVIII - PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement shall be as set forth in Appendix G of this Agreement.
- B. All teachers shall receive full credit on the salary schedule for all previous public school experience in the state of Florida and for out-of-state and private experience up to nine (9) years credit as per the initial placement chart. Private school experience must be earned in an accredited school. No military experience will be used for salary purposes. No credit in excess of that authorized by the salary schedule shall be given although no such credit previously granted will be retracted.
- C. A year's credit for teaching experience shall be allowed for one (1) day over half a year or more of actual service within a school year. Parts of two (2) school years may not be combined to meet the minimum requirements for one (1) year of service.
- D. A teacher may choose a single health insurance policy from those offered by the Board. The Board shall pay the full cost of the individual health insurance plan chosen but no more than the cost of the designated primary plan. The Board shall pay the cost of the single premium per employee towards the family plan and, in addition, at least the same amount as was paid the previous year to subsidize each family health policy. The Board shall provide individual dental coverage for each employee at no cost to the employee. For employees

who do not choose to take health insurance, the Board shall provide optional insurance (LTD) which is at least equivalent to the previous year. The above provision applies to all employees who work twenty (20) or more hours per week. The Board shall continue to pay its contribution towards premiums for any employee 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) month the Board does not contribute shall not effect in any way their ability to participate once the Board's contributions would begin.

- E. The Board will provide a minimum of \$3,000.00 life insurance per teacher.
- F. There will be an open enrollment period for the health, dental and indemnity coverage during the first thirty (30) calendar days of employment for new employees and the first fifteen (15) days of each school year for current employees who wish to enroll or make a change. The optional life insurance will have an open enrollment period during the first thirty (30) days of employment for all new employees. Current employees may enroll or make change in optional life during the first fifteen (15) days of each school year.

- G. The Board provided health, indemnity, dental and life insurance program will be reviewed prior to March 1, of each year by the joint insurance committee and will be placed for open bids if recommended by the committee. The joint insurance committee will recommend to the Board the primary health plan on a yearly basis.
- H. The Board shall pay for an advance degree earned from an accredited institution. No teacher currently being paid on the advanced degree schedule will be adversely affected by this provision. Payment for the highest level coverage will begin at the beginning of the pay period following receipt of an official transcript reflecting the degree in the Personnel Department. Employees shall be responsible for furnishing these transcripts.
- I. A teacher who would be eligible to retire under an existing state retirement system and has been credited with ten (10) years of experience earned in Okaloosa County School System shall have ten (10%) percent of his annual salary, excluding supplements, added to his annual salary provided that he submits a resignation and completes the necessary procedures through the Personnel Department. The retirement incentive will not be paid to any teacher if he continues his employment beyond June 30 of the year after he reaches his first eligibility for normal retirement benefits. It shall be the responsibility of each teacher to determine his/her eligibility for full retirement and to meet the

requirements set forth in this provision.

- J. The Board shall install a Section 125 Flexible Benefits Plan. The Joint insurance committee shall make recommendations to the Board regarding set up, installation and operation of the plan. The recommendation shall be based on a majority vote of the joint insurance committee. The Board shall either approve or reject the recommendation of the committee. All future modifications in the Section 125 shall first be approved by the joint insurance committee by a majority vote and then submitted to the Board for their approval or rejection.
- K. A member of the instructional staff will be paid terminal pay for accumulated sick leave at normal retirement or to his beneficiary if service is terminated by death. However, such terminal pay shall not exceed an amount determined as follows:
1. During the first three (3) years of service the daily rate of pay multiplied by thirty-five (35%) percent times the number of days of accumulated sick leave.
 2. During the next three (3) years of service the daily rate of pay multiplied by forty (40%) percent times the number of days of accumulated sick leave.
 3. During the next three (3) years of service the daily rate of pay multiplied by forty-five (45%) percent times the number of days of accumulated sick leave.
 4. During the next three (3) years of service the daily rate

of pay multiplied by fifty (50%) percent times the number of days of accumulated sick leave.

5. During and after the thirteenth (13th) year of service a teacher 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.

After the year of eligibility for normal retirement, a teacher will be paid the daily rate of pay multiplied by one-half ($1/2$) of their accumulated sick leave.

Normal retirement exists when a teacher is eligible to retire without any reduced benefits.

- L. The Board agrees to provide one payroll deduction per employee per pay period and one payroll reduction per employee per pay period for the OCEA voluntary Economic Service Programs (OCEA-VESP). It is understood that all such programs, deductions and reductions will meet requirements of State and Board rules and regulations. Further, the Board and the Association hereby authorize individual employees to negotiate salary reduction agreements directly with the District School Board of Okaloosa County, with the amount of salary of each employee reduced pursuant thereto to be available to provide statutory non-taxable benefits to each such employee under a qualified "cafeteria plan" to be adopted pursuant to section 125 of the Internal Revenue Code of 1954, as amended. The responsibility of establishing and administering a program which complies with the Internal

Revenue Service code shall be vested in the OCEA. The only responsibility of the Okaloosa County Board of Education shall be to provide the payroll deduction. Such agreements will be administered under OCEA-VESP.

4. 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 ($33 \frac{1}{3}$) percent 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 ($1/2$) 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.

Employees who choose to resign two (2) years prior to retirement will be paid up to fifty (50) percent of their current accumulated sick leave with the balance of their accumulated sick leave being paid at the end of the second and final year of employment. Employees who resign for retirement purposes during the year in which they are retiring will receive 100% of their accumulated sick leave at their current daily rate.

An employee who selects to use the above benefit will not be eligible to use the sick leave pool until (1) all of his or 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 or she has been paid according to this policy.

The above provisions only apply to those employees who do not exceed their first opportunity for normal retirement.

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 benefits if employment continues after July 1).

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

ARTICLE XIX - GENERAL

- A. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision, shall be automatically modified by mutual agreement of the parties to the extent that it no longer violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with the terms of this Agreement.
- C. Any individual contract between the Board and an individual teacher shall be made expressly subject to the Collective Bargaining Law 447.309(5).
- D. All policies adopted by the Board shall be available in each school.
- E. 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.
- F. No teacher shall suffer any professional disadvantage as a result of: (1) being a member of the bargaining unit, (2) being a member or non-member of the Association, and (3) participating or not participating in the Association's lawful activities.

ARTICLE XX - TERM OF AGREEMENT

This Agreement shall be effective as of August 14, 1991 and shall continue in effect through August 14, 1994. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

OKALOOSA COUNTY EDUCATION
ASSOCIATION

Linda M. Cargg
President

Dean W. Hood
Chief Negotiator

Freida L. Spence
Negotiator

Joseph A. Barnfield
Negotiator

Denrietta Johnson
Negotiator

SCHOOL BOARD OF OKALOOSA
COUNTY

Charla Cotton
Chairman of the Board

Rodger V. Sullivan
Superintendent

Erwin D. Lane
Chief Negotiator

Robert L. Work
Negotiator

L. Lamar White
Negotiator

Appendix A

Continuing Membership Authorization

I hereby authorize the Okaloosa County School Board to deduct from my salary and transmit to the Okaloosa County Education Association (OCEA), FTP-NEA dues as annually certified by said OCEA in twelve (12) equal deductions. I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the School Board and all its officers from any liability thereof. This authority shall remain in full force and effect for all purposes for as long as OCEA remains the certified bargaining agent for the employees in this unit, or until revoked by me in writing upon thirty (30) days written notice to the School Board and to the Okaloosa County Education Association.

Signature

Date**DISTRIBUTION:**

One (1) copy to Finance

One (1) copy to Association

Appendix B

SCHOOL DISTRICT OF OKALOOSA COUNTY

MIS 5218
REV 1-92

Official Grievance Form - OCEA

Name: _____

Worksite: _____ Assignment: _____

Home Address: _____ Home Phone: _____

A. Date Cause of Grievance Occurred: _____

B. Relates to what Article(s) and Paragraph(s) of Contract: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

Sequence

Step I Date Submitted: _____ Date of Disposition: _____

Summary of Disposition: _____

Signature

Date

Step II Date Submitted: _____ Date of Disposition: _____

Summary of Disposition (See attached): _____

Signature

Date

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

Grievance No. _____

Appendix C

Maximum Class Size and Class Load

Definitions:

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

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

Maximum Class Size and Class Load

Elementary

Kindergarten-1st grade	24*
Grades 2-3	25*
Grades 4-6	28*

*This does not apply to Special Area Teachers

Secondary

Maximum Class Load

Academic and Vocational	150
Physical Education	220

Appendix D

INSTRUCTIONAL

PROCESS DATE _____

MIS 5042
11-91

OKALOOSA COUNTY SCHOOL BOARD TRANSFER REQUEST FORM

PLEASE SUBMIT IN TRIPLICATE

DATE _____

NAME _____ SOCIAL SECURITY # _____

HOME PHONE # _____ YEARS OF CONTINUOUS OKALOOSA EXPERIENCE _____

TEACHING CERTIFICATE INFORMATION:

EXPIRATION DATE: _____

COVERAGE AREAS: _____

PRESENT POSITION: SCHOOL _____ GRADE/SUBJECT _____

I request the following transfer:

LOCATION (mark the appropriate boxes on the reverse)

SUBJECT AREA: _____

The reason for this request is: _____

I understand that if a transfer is possible, I will be given every consideration. I also understand that upon receipt of this form, my name will be submitted to the schools indicated on the reverse of this form.

Teacher's Signature _____ Coordination: _____ Present Principal _____

(For Administrative Use Only)

SCHOOL _____ GRADE/SUBJECT _____

EFFECTIVE DATE _____ INSTRUCTIONAL ORGANIZATION _____

FUND _____ PROJECT _____ FUNCTION _____ OBJECT _____

FTE PROGRAM _____ JOB CODE _____

Receiving Principal _____

Request Granted: _____

Request Denied: _____ Reason: _____

Personnel Director _____

Distribution: One (1) to Personnel Director
One (1) to Individual
One (1) to OCEA (Applicant's Responsibility)

North ☐South ☐Central ☐

<input type="checkbox"/> 0041 Baker School	<input type="checkbox"/> 0701 Bay Area Vo-Tech	<input type="checkbox"/> 0741 Bluewater Elementary
<input type="checkbox"/> 0601 Crestview High	<input type="checkbox"/> 0651 Bruner Middle School	<input type="checkbox"/> 0161 Cherokee Elementary
<input type="checkbox"/> 0602 Crestview Vo-Tech	<input type="checkbox"/> 0581 Choctawhatchee High	<input type="checkbox"/> 0151 Edge Elementary
<input type="checkbox"/> 0201 Laurel Hill School	<input type="checkbox"/> 0111 Combs New Heights	<input type="checkbox"/> 0671 Lewis Middle School
<input type="checkbox"/> 0222 Northwood Elementary	<input type="checkbox"/> 0131 Destin Elementary	<input type="checkbox"/> 0211 Niceville High
<input type="checkbox"/> 0092 Richbourg Middle Sch	<input type="checkbox"/> 0031 Edrins Elementary	<input type="checkbox"/> 0441 Oak Hill Elementary
<input type="checkbox"/> 0051 Bob Sikes Elementary	<input type="checkbox"/> 0541 Elliot Point Elementary	<input type="checkbox"/> 0571 Plew Elementary
<input type="checkbox"/> 0251 Southside Elementary	<input type="checkbox"/> 0631 Florosa Elementary	<input type="checkbox"/> 0121 Ruckel Middle School
<input type="checkbox"/> 0731 Walker Elementary	<input type="checkbox"/> 0641 Ft. Walton Beach High	<input type="checkbox"/> 0261 Valparaiso Elementary
	<input type="checkbox"/> 0621 Kenwood Elementary	
	<input type="checkbox"/> 0681 Longwood Elementary	
	<input type="checkbox"/> 0561 Mary Esther Elementary	
	<input type="checkbox"/> 0082 Meigs Middle School	
	<input type="checkbox"/> 0551 Ocean City Elementary	
	<input type="checkbox"/> 0271 Pryor Middle School	
	<input type="checkbox"/> 0431 Shalimar Elementary	
	<input type="checkbox"/> 0241 Silver Sands	
	<input type="checkbox"/> 0281 Wright Elementary	

Appendix E

School District of Okaloosa County Personnel Services Department APPLICATION FOR LEAVE (Excluding Sick/Personal Leave With Pay)

MIS 5034
Rev 1-92

Instructions:
Complete Sections I, II, III

Employee Name _____ SS# _____

last - first - middle

Job Title _____

Work Location _____

Contract Type _____

Years of Service in District _____

Type of Leave Requested

A. ☐ Personal Leave Without Pay * (Available earned personal leave days must be used prior to request)
Specify reason/attach documentation: _____

B. ☐ Annual Leave With Pay vacation leave - 12 month personnel only (++) forward copy to payroll only)

C. ☐ Parental Leave Without Pay * (maximum of 1 year) Specify: _____

D. ☐ Military Leave * (attach copy of orders and check specifics below)

- ☐ 1. With Pay (17 days maximum per calendar year)
- ☐ 2. Active Duty Without Pay
- ☐ 3. Training in excess of 17 days Without Pay
- ☐ 4. Other (specify) _____

E. ☐ Professional Leave Without Pay * (Attach documentation specifying reason, institution, location, etc.)

F. ☐ Sabbatical Leave Without Pay * (Attach documentation specifying purpose, plan of study, justification, degree seeking, etc.)

G. ☐ Other Leave

- ☐ 1. Absent, no leave to cover, approved by Supervisor (**+ forward copy to both Personnel and Payroll)
- ☐ 2. Political Campaign *
- ☐ 3. Line-of-Duty Injury/Illness (Workers' Compensation) *
- ☐ 4. Other (specify) _____

Duration of Leave Requested From _____ to _____
Or Specific Individual Dates: (month-day-year) (month-day-year)

Total Days

Signatures

The information completed above is accurate and true. I have read the "Notice" on the reverse side of this page.

I recommend approval of this request and understand that this individual will be reassigned to this school/department upon termination of leave.

Applicant/Date

Principal/Department Head

Recommendation

Approved ☐

Not Approved ☐

No Recommendation ☐

Date _____ Signature _____

Assistant Superintendent, Human Resource Division

Board Action

Approved ☐

Not Approved ☐

(month - day - year)

Authorized Signature _____

= forward to Assistant Superintendent, Human Resource for Board action.

= forward to Payroll

This form replaces MIS 4045, 5035, 5036 and 5039.

(over)

NOTICE

1. Any available Personal Leave days will be charged prior to first day of Personal Leave Without Pay.
2. A false claim for Leave shall be cause for termination and action seeking revocation of Educator's certificate.
3. Employees on Leave from the School District cannot enter employment elsewhere prior to submitting a resignation to the district.
4. Leave granted to teachers holding annual contracts does not assure reappointment for the subsequent school year. It is the responsibility of the employee to provide written notice to their principal/department head prior to March 1, if they wish to be considered for reappointment for the subsequent school year.
5. Leave cannot extend from one work/school year into another. Separate request must be submitted when the time period includes portions of two work/school years.
6. Upon return to work following approved Leave, it is the responsibility of the employee to immediately submit MIS 5187 and FRS 28 (Notification to Retirement) to the Personnel Services Department.

Appendix F

SCHOOL YEAR 19 -19

EVALUATION SUMMARY
OKALOOSA COUNTY SCHOOLS
SSS

14.
MIS 0166 Rev. 2/90

Teacher (Legal Name): _____

Subject/Grade Level-Observed Class(es) _____ Number of Students _____ Type _____ School _____

Rating Scale:

M = Meets expectations
I = Improvement expected

N = Not currently meeting
minimum performance
requirements

Overall Rating

I. Instructional Proficiency Rating

Observation date(s) Time(s) _____

Observer(s) _____

- _____ Planning for Instruction _____
- _____ Instructional Organization & Development 1-10 _____
- _____ Presentation of Subject Matter 11-14 _____
- _____ Communication: Verbal and Nonverbal 15-19 _____
- _____ Management of Student Conduct 20-21 _____
- _____ Evaluation of Students _____

From _____ To _____
From _____ To _____

II. Professional Proficiency Rating

- | | |
|---|---|
| <ul style="list-style-type: none"> _____ 1. Communicates effectively with students. _____ 2. Communicates effectively with parents. _____ 3. Communicates effectively with co-workers. _____ 4. Communicates effectively with supervisors and administrators. _____ 5. Encourages and invites participation of each student. _____ 6. Acknowledges and recognizes student accomplishments. _____ 7. Provides for a pleasant instructional environment. | <ul style="list-style-type: none"> _____ 8. Identifies students' academic needs. _____ 9. Provides appropriate student programs. _____ 10. Refers students for additional assessment or assistance. _____ 11. Exhibits professional growth and involvement. _____ 12. Meets responsibilities in Teacher Handbook or assigned by principal. _____ 13. Meets responsibilities in Teacher Contract. _____ 14. Follows district policies and procedures. |
|---|---|

III. Special Strengths and Contributions:

IV. Target for Excellence: (Optional for a teacher receiving an overall rating of M. Teacher determines attainment of objective).

V. Professional Improvement Plan (Conference Dates _____):
(Completed for employees receiving an overall I or N rating. Principal determines acceptable performance.)

A. Specific statement of need:

B. Specific statement of behavior that will indicate accomplishment of required change:

C. Time-lim. help to be provided and activities for achieving change.

VI. Teacher comments.

SIGNATURE OF EVALUATOR _____ Date _____

SIGNATURE OF TEACHER _____ Date _____
(*Indicates that teacher has seen completed form.)

Special Services Employee (Legal Name)

SS#

Location

Assignment

Rating Scale:

M = Meets expectations
I = Improvement expectedN = Not currently meeting
minimum performance
requirements

Overall Rating

Observation Date(s)

Time(s)

Observer(s)

Conference Date(s)

I. Areas To Be Observed:

- | | |
|---|---|
| 1. Develops goals for a balanced program of services. | 12. Develops realistic recommendations with students, parents, and/or others. |
| 2. Organizes and plans activities for identified goals. | 13. Performs independently with minimum supervision. |
| 3. Establishes appropriate priorities for identified goals. | 14. Relates well with others of different ethnic and cultural backgrounds. |
| 4. Recognizes the proper relationship between the specialized area and that of others in the total program. | 15. Achieves long and short range goals. |
| 5. Exhibits skills in problem solving. | 16. Develops and evaluates services to meet emergent needs. |
| 6. Maintains an appropriate environment for students and others to achieve positive goals. | 17. Utilizes school district and community resources. |
| 7. Evidences knowledge of theories, techniques, and skills in the field of specialization. | 18. Expends budget appropriately. |
| 8. Continues to pursue professional growth and knowledge. | 19. Exhibits accuracy and punctuality with reports and records. |
| 9. Communicates effectively with parents, students, and peers. | 20. Evidences flexibility to change in daily routines. |
| 10. Motivates students and others to establish and achieve goals. | 21. Adheres to published policies and procedures. |
| 11. Maintains and exhibits enthusiasm for area of responsibility. | 22. Exhibits professional attitudes. |

II. Special Strengths and Contributions:

III. Target for Excellence: (Optional for an employee receiving an overall rating of M. Employee determines attainment of objective).

IV. Professional Improvement Plan (Conference Dates _____):
(Completed for employees receiving an overall I or N rating. Principal determines acceptable performance.)

A. Specific statement of need:

B. Specific statement of behavior that will indicate accomplishment of required change:

C. Time-line, help to be provided and activities for achieving change.

V. Special Services Personnel comments:

SIGNATURE OF EVALUATOR _____

Date _____

SIGNATURE OF EMPLOYEE _____

Date _____

(*Indicates that Special Services Employee has seen completed form.)

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is missing

Appendix H
Supplements
1991-92

Senior High School

(1200 Students) (600-1199) (100-300)

1.	Band Directors (Figures show total salary)	\$49,902	\$46,489	\$37,954
2.	Basketball	3,360		
3.	Coordinators	3,135		
4.	Assistant Football	2,987		
	Assistant Band	2,987		
	Cheerleaders	2,987		
	Choral	2,987		
	9th Grade Football	2,987		
5.	Baseball	2,294		
6.	Assistant 9th Grade Football	2,240		
	9th Grade Basketball Boys/Girls	1,314		
7.	Assistant Basketball (Boys)	1,314		
	Track Boys and Girls	1,314		
	Annual Sponsor	1,314		
	Golf Coaches	1,314		
	Wrestling Coaches	1,314		
	Weight Lifting	1,314		
	Cross Country Coaches	1,314		
	Volleyball Coaches	1,314		
	Assistant Baseball Coaches	1,314		
	Softball Coaches	1,314		
	Swimming Coaches	1,314		
	Soccer Coaches	1,314		
	Tennis Coaches	1,314		
	Speech Sponsors	1,314		
	Academic Team Coaches	1,314		
8.	School Psychologist	1,314		
9.	Assistant Softball	1,044		
	Assistant Volleyball	1,044		
	Assistant Track	1,044		
	Assistant Cheerleading	1,044		
	Assistant Soccer	1,044		
	Dance Team Director	1,044		
10.	Voc Agriculture Sponsors	1,118		
11.	FFA	748		
12.	Department Chairperson	971/784/597		
13.	Speech Therapist	597		

Middle School

1. Band Directors	\$ 3,732
2. Football Head Coach	3,046
3. Athletic Director	2,015
4. Basketball Boys and Girls	2,240
Choral Director	2,240
Cheerleader Sponsor	2,240
Assistant Football Coaches	2,240
5. Baseball Coaches	1,314
Track Boys and Girls	1,314
Annual Sponsor	1,314
Golf Coaches	1,314
Softball Coaches	1,314
Cross Country Coaches	1,314
Soccer Coaches	1,314
Tennis Coaches	1,314
Speech Coaches	1,314
Academic Team Coaches	1,314
6. Team Leaders	784

Middle Schools will be allocated Team leaders at the rate of one (1) team leader per one hundred and twenty-five (125) students. There will be a minimum of six (6) and a maximum of nine (9) at each school. Senior High Schools will have six (6) supplements to include Math, Social Studies, Science, Language Arts, Vocational and Exceptional Child, and Physical Education and Driver Training.

In addition to the base supplements, assistant band directors, choral music directors, middle school band directors, and personnel in supplemental athletic positions shall receive an additional supplement of \$50.00 per year for each year of verified experience in the supplemental position beginning at the second year on said position, except for one (1) year experience at \$25.00.

Elementary SupplementGrade Level Chairperson

One Kindergarten	\$ 597
One First Grade	597
One Second Grade	597
One Third Grade	597
One Fourth Grade	597
One Fifth Grade	597
One Special Area	597

MEMORANDUM OF AGREEMENT
SCHOOL BOARD AND OCEA

1991-92 SCHOOL YEAR ONLY

Replacement of Instructional Personnel

1. Vacant positions in this classification will be filled by reassignment of existing personnel when deemed appropriate by the Superintendent.
2. If reassignment is not feasible and the position is permanently vacant, transfer requests will be considered.
3. A position vacant for less than ninety (90) days will be filled by a substitute teacher.
4. When it becomes known by the Board that a position will be vacated for ninety (90) days or more, a temporary teacher may be hired following regular hiring procedures and will be paid on the Temporary Salary Schedule.
5. Temporary teachers employed for more than ninety-nine (99) days will:
 - a. have a valid Temporary or Professional Florida Educator's certificate issued
 - b. be eligible to enter the Professional Orientation Program
 - c. be given credit for the year on the salary schedule if the employee is hired in a full-time instructional position for the 1992-93 school year
 - d. have retirement paid by the Board beginning the 7th month of employment.
6. If the duration of a vacancy is unknown by the Board and a substitute teacher remains in the same position of replacement for more than ninety (90) days, the substitute will become a Temporary Teacher.

FOR OCEA

Michael E. Forward
Signature
10/7/91
Date

FOR THE BOARD

Annellee L. Francis
Signature
10-7-91
Date

Sworn before me this 7th
of October, 19 91.

Dorilyn C. Buzon
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires March 29, 1994
Bonded Thru Troy Fain - Insurance Inc.

Sworn before me this 7th
of October, 19 91.

Dorilyn C. Buzon
Notary Public

My Commission expires:

Notary Public, State of Florida
My Commission Expires March 29, 1994
Bonded Thru Troy Fain - Insurance Inc.

