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Title: **Okaloosa County School Board and Okaloosa County Education Association (OCEA), Florida Education Association (FEA), National Education Association (NEA), (2003) (MOA)**

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820829

1700 workers

*Master Contract* x = 6/0 b

*between*

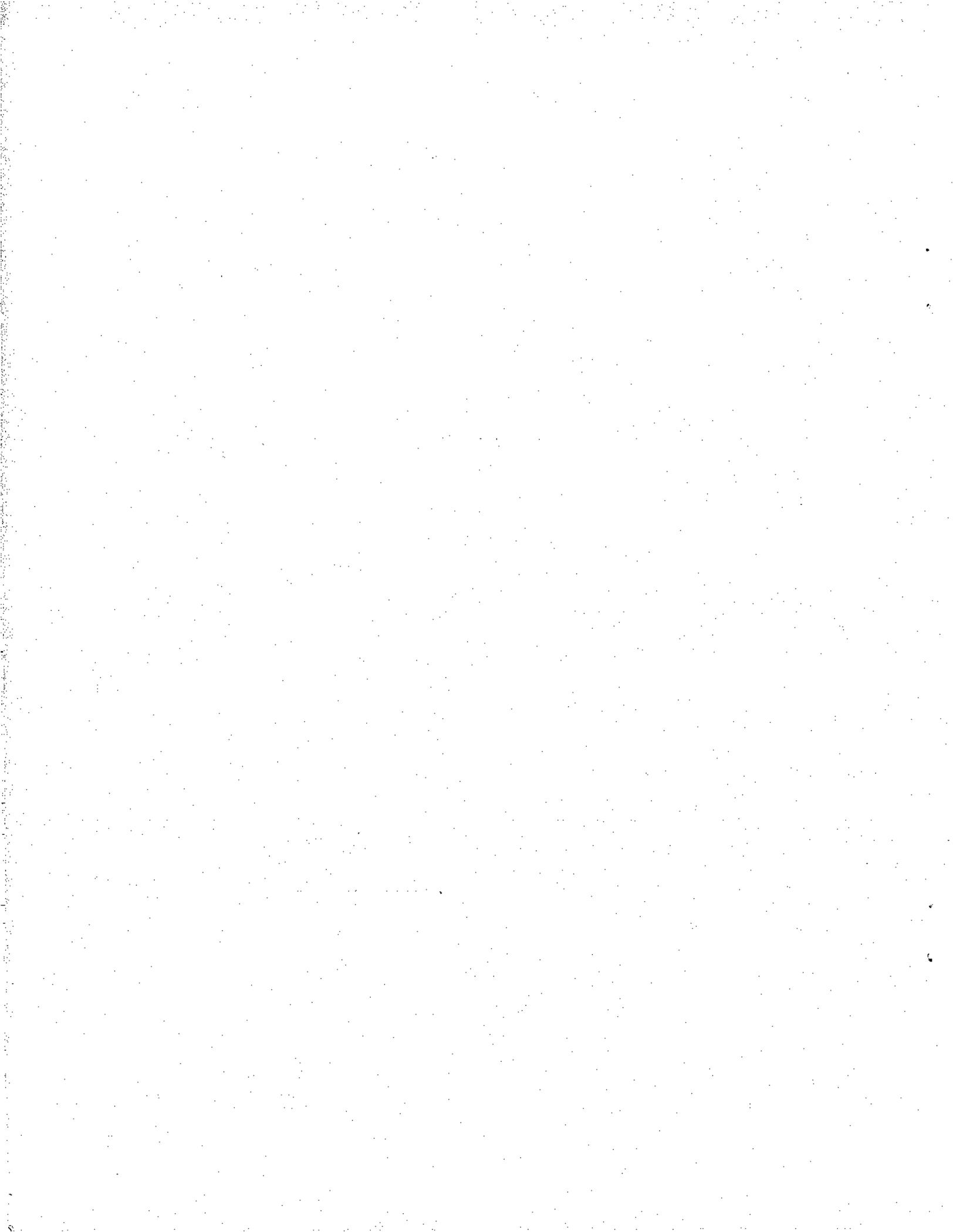
*School Board of Okaloosa  
County*

*and*

*Okaloosa County Education  
Association*

*Agreement reached at the table November 12, 2003*

*July 1, 2003 to June 30, 2006*



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## **PREAMBLE**

The School Board of Okaloosa County, hereinafter referred to as the "Board" and the Okaloosa County Education Association, hereinafter referred to as the "Association", having met and negotiated in accordance with Florida Statutes, Chapter 447 and having reached certain understandings, hereby agree as follows:

## **ARTICLE I - RECOGNITION**

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

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

Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers" and references to male teachers will include female teachers.

## **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 Superintendent's Designee.
- 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 the 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. Without limiting the generality of the foregoing, the Board specifically retains the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, the fixing of the opening and closing dates of schools, the designation of school holidays and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.
- B. These powers, rights, authority, duties and responsibilities of the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

### **ARTICLE III - NEGOTIATIONS PROCEDURES**

- A. 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 meetings will be scheduled at reasonable times to allow both parties to participate fully. Addendum date will reflect the term of the contract.
- C. In the event that the Board incurs a loss of funding or receives notification that a loss of funds is going to occur in an amount greater than five (5%) percent of the operational revenue before January 1, then at the option of the Board, the Board and the Association shall meet and negotiate in an attempt to resolve the problem created by the loss of such revenue.

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

- D. Regardless of the effective date, both parties will abide by language contained in an addendum unless such language has been modified/deleted in a subsequent contract or

addendum. Language not modified/deleted will remain in force until such language is readdressed by either party.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### Section 1 - Definitions

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

##### Section 2 - General Provisions

- A. The purpose of the procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
- B. Nothing contained herein shall be construed as limiting the rights of any individual teacher having a problem to discuss the matter informally with his/*her* 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 grievants.

- D. Failure at any step of this procedure to appeal the grievance to the next step within ten (10) *working* days shall be deemed to be waived of further right to appeal.
- E. In the event a grievance is filed on or after *April 30*, which is left unresolved until the beginning of the following school year, and could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the beginning of the new school year.
- F. Nothing contained herein shall prohibit the grievant from withdrawing his/*her* grievance at any step in the grievance procedure.
- G. The grievant shall have the right to have an Association representative present at all levels of the procedure.
- H. There shall be no reprisals taken against any member(s) because they have filed a grievance.

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

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

#### Step I (Formal)

If the grievant(s) has been unable to resolve the grievance informally, the *grievant(s)* will invoke formal grievance by filing the prescribed form (Appendix B) 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 **grievants**, or the Association on his/**her** behalf, and the Board shall share equally all expenses of the arbitration.

## **ARTICLE V - EQUITABLE DUTY COMMITTEE**

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

1. The committee shall meet as needed but not less frequently than three (3) times annually.
2. The principal, with the committee, shall schedule instructional personnel for school-related duties which occur within the workday on an equitable basis.
3. The administrator shall provide to the committee a list of duties requiring involvement/supervision before/after the regular workday. Such duties may include committee assignments, repeated extended faculty meetings or department/grade level meetings. The committee shall formulate a method of assigning these duties equitably among all instructional personnel assigned to the school. This shall include consideration of a weighted factor for duties which occur on Saturday, Sunday, or a holiday or require extensive time.
4. In an effort to provide teachers with relief time in the morning and afternoons as often as possible and at the same time provide for the necessary supervision of students, the above committee will consider the use of assistants, administrative staff, rotation within grade levels, scheduling of teachers and/or other alternatives. *All employees should work together to arrange to have classes supervised if a bathroom break is needed outside of regularly scheduled breaks. If a teacher is having a problem having their classes covered in such a situation, the equitable duty committee should be petitioned to come up with a procedure for that particular teacher. All employees shall cooperate with that procedure.*
5. The Equitable Duty Committee at each school site shall be the representative body

to serve as the school based paperwork reduction committee. This committee shall periodically recommend procedures to the principal for eliminating, reducing, revising, and consolidating paperwork and data collection requirements and shall submit to the district school board an annual report of its findings.

6. ***The individual school budget shall be discussed by the committee and the principal during the budget process.***

## ARTICLE VI - TEACHING CONDITIONS

- A. A copy of the school budget shall be readily available to all teachers.
- B. The Board shall equitably provide each school with adequate materials required in daily teaching responsibilities as are required to meet the Board's desired educational standards.
- C. The administration will work with teachers to provide access to a telephone with privacy for professional and personal calls.
- D. Each teacher shall report any unsafe or hazardous conditions, in writing, to the principal as soon as practicable.
- E. A room shall be provided in each school for necessary teacher conferences with parents or students.
- F. The Board shall provide a reserved parking area for teachers except when substantial capital investment would be needed to accomplish this goal.
- G. 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.
- H. ***Procedure for*** observation of a teacher's class by an individual other than School Board Members or school administrative/supervisory personnel:
  1. ***Complete the Classroom Visit Request Form (Appendix J) by the visitor;***
  2. ***All paperwork shall be completed at least 24 hours prior to classroom visit;***
  3. Such persons will be issued a visitor's pass;
  4. ***This procedure may be waived with teacher consent.***
- I. Teachers and administrators accept the joint responsibility to minimize unnecessary schedule changes and unnecessary interruptions by maintenance, custodial or construction workers, inter-communication systems or other such disturbances in classroom/school.
- J. Principals are encouraged to confer with teachers on the criteria/method for selection of Department Chairperson, Team Leaders, and Grade Level Chairperson. Principal shall publish criteria/method for selection.
- K. Custodial service shall be provided by the Board to maintain classrooms and other areas of each school in a clean condition except in cases of emergency.

- L. Elementary teachers may use the time during which their students are in special classes as preparation/conference periods. Exceptional student education teachers are entitled to a preparation/conference period the same as elementary classroom teachers. The preparation period shall not be preempted for duty or activities not related to lesson planning and preparation.
- M. The length of the teachers' professional day shall be seven and one-half (7.5) hours including a preparation period and a duty free lunch period. The 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 five days* 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. (A planned event cannot be considered an emergency.) The duty free lunch period will be waived for preschool handicapped and pre-kindergarten early intervention teachers.

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

Additional assignments related to the instructional program may be made during the specified day as required. Assignment limitations contained in this paragraph may be waived in case of an emergency. High school principals will have the authority to assign equitably duties during one of the two (2) non-teaching periods. Duties will include but not be limited to:

1. teachers as advisors duties
2. supervisory duties
3. study halls
4. committee assignments for curriculum projects, accreditation projects
5. teachers who sponsor non-supplemental school clubs and supervise other after-school activities will be given consideration when duties for the second non-teaching period are assigned.

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

**Secondary** school teachers will have no more than five (5) regular class periods with at least one (1) preparation period. Teachers at Vocational Schools shall be given a designated 50 minute time block for planning/preparation.

- N. Teachers may be assigned equitably 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.

- O. 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.
- P. The Board shall make efforts to provide teaching stations which it deems appropriate for all special service and special subject teachers.
- Q. Substitute teachers shall be employed for *all* absent teachers, *including special areas*, when feasible and/or possible. This statement should not be construed to mean that teachers on duty will be assigned to cover the absent teacher's classroom unless in an emergency.
- R. Teachers shall not conduct bomb searches. At the direction of the principal, teachers shall visually check their area of normal responsibility and report any suspicious items. A teacher's area of normal responsibility shall be defined prior to any visual check.
- S. It will be the teacher's responsibility to provide daily lesson plans when absent except in cases of emergency.
- T. When available, substitute assistants *will* be employed for absent assistants.
- U. When inclusion is deemed an appropriate placement by the IEP team for a medically fragile student, the teacher, except in emergency situations, will not be responsible for the delivery of specialized health care procedures not specifically delineated as the proper responsibility of certified teaching personnel according to "Guidelines for the Delineation of Roles and Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting, May 1, 1990".
- V. In accordance with Florida Statute *1003.385*, Educational Planning and Information Systems, a district level, and school based reports-control and forms-control management system committee composed of school administrators and classroom teachers shall be formed. The school board shall appoint administrative members, and classroom teachers shall be appointed by the bargaining agent. Teachers shall constitute a majority of the committee membership.

The committee shall periodically recommend procedures to the district school board for eliminating, reducing, revising, and consolidating paperwork and data collection requirements and shall submit to the district school board an annual report of its findings.

- W. The district and the association shall continue to work together in an effort to make the SEMS substitute call-in system a viable system for all employees.

Reasonable effort will be made to:

- ~ Provide an adequate pool of qualified substitutes,
- ~ Minimize meetings and training sessions on Fridays and any day prior to or immediately following a holiday,
- ~ Avoid overlapping district-wide training activities,
- ~ Report absences to the SEMS as soon as possible,
- ~ Report TDE absences and any other planned absence to the SEMS system as far

in advance as possible.

- ~ In emergency situations when a teacher is required to leave school for less than ½ day and the SEMS system is not involved, teachers shall voluntarily cover for each other. If a teacher is required to leave for an emergency with more than ½ of the school day remaining, every effort will be made to secure a substitute. If a substitute cannot be obtained, teachers shall voluntarily cover for each other.
- ~ When coverage of a class is required for a full day or ½ day and the SEMS system has been notified to obtain a substitute teacher for that absence, yet has been unable to obtain a substitute, that class will not be combined with other classes until all available personnel have been utilized.

### **ARTICLE VII - 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) shall 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 has exceeded the maximum plus ten (10%) percent, adequate teacher relief will include but not be limited to the following: (1) aides, (2) additional equipment or materials, (3) compensatory time, (4) exchange of students, (5) changing physical space, (6) an additional teacher. The time frame for hiring additional personnel under this provision will be consistent with district personnel policy and Article IX.
- D. Every effort will be made to have not more than three (3) subject area preparations per day.

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

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

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

- B. It is the responsibility of the teacher to maintain a satisfactory level of control and discipline.

The Board recognizes its responsibilities to offer reasonable assistance to the teacher in meeting this responsibility.

- C. A teacher may impose classroom discipline where necessary in cases of minor infractions and may use such reasonable force as may be necessary to protect themselves and other students from the disruptive student(s).
- D. Every effort shall be made to informally resolve complaints made against instructional personnel by parents, students, or other individuals. Unless instructional personnel are notified and given an opportunity to respond at the time when the administrator becomes aware of an alleged incident/complaint, no official action will be taken nor official record kept, or referred to at a later time.

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

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

E. Education Discipline

A teacher may remove from class a student who has been documented by the teacher to repeatedly interfere with the teacher's ability to teach, or may immediately remove a student whose behavior the teacher determines is so unruly, disruptive, or abrasive that it seriously interferes with the teacher's ability to communicate or with the ability of the student's classmates to learn. *{Procedural Guidelines to be found in Memo of Agreement between OCEA and Okaloosa County School Board, dated 11/4/98.} Appendix K.*

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

There shall be a Placement Review Committee consisting of a minimum of three members selected at each school during pre-planning. Two teachers and one alternate shall be selected by the faculty. The selection process shall guarantee open nominations and a secret ballot. After the faculty has selected their two teachers and one alternate, the principal shall appoint a school staff member and one alternate. Any expansion of the Placement Review Committee shall maintain the ratio specified in HB 341; two members selected by the faculty for each member appointed by the principal.

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

- F. 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.

- G. 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.
- H. All personally addressed mail, either postal or courier, shall not be opened without a teacher's written consent.
- I. No language in Article *VIII* above will be interpreted to bargain away the rights of students.

**ARTICLE IX - GENERAL EMPLOYMENT PRACTICES**

A. Vacancies

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

- 1. Summer academic, evening or adult education, supplemental positions and other programs in the Okaloosa County School District shall be filled with preference to the more qualified current employee as determined by the Board and Superintendent. Both parties agree that certification takes priority in hiring Summer School employees. This provision shall not be interpreted to prohibit the Board from filling the above named positions from outside applicants.
- 2. Teachers employed to fill vacancies shall have applied for or have a valid Florida teaching certificate and shall be placed at the appropriate step of salary schedule upon employment, based on experience and training.

B. Vacancies in Promotional Positions

- 1. Promotional positions are defined as positions included on the Administrative Salary Schedule or twelve (12) month instructional positions.
- 2. All vacancies in promotional positions, as defined herein, shall be posted in 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 (1.5) sick leave days at the rate of one (1) 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.
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 hourly rate on the Salary Schedule and shall not earn sick leave.
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. Any additional supplements must meet the provisions of Article *XXI* (Waiver Procedure).
2. The Board and the Association recognize supplemented positions to be those positions with duties over and above those of a full-time certificated instructional employee. The Board shall make annual appointments of teachers to supplemental positions 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.
5. ***Supplemental positions will be posted, along with the job description, at the appropriate work site three (3) working days (exclusive of weekends and holidays), prior to the filling of the position.***

- F. *A seniority list based upon date of hire in the district will be provided to OCEA by October 1<sup>st</sup> of each year.*

#### **ARTICLE X - TRANSFERS AND REASSIGNMENTS**

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

B. Voluntary Transfers

1. After consideration of in-school personnel, vacancies that will extend beyond ninety (90) days shall be posted for transfer rather than for new hires.
2. Vacancy listings shall be faxed by Personnel Services to principals and OCEA building representatives. Such listings shall include:
  - a. job title
  - b. location
  - c. contact person
  - d. closing date
3. OCEA building representatives shall post the vacancies. Duration of the posting shall be for seven (7) working days. An informational telephone line (314-2215) will be provided the entire year.
4. Instructional employees wishing to transfer shall complete Instructional Transfer Request Form (MIS 5042 REV 7/97) and submit directly to the contact person.
5. In acting on requests for voluntary reassignments and/or transfers the following criteria will be applied:
  - a. length of continuous service within the bargaining unit,
  - b. instructional requirements,
  - c. individual or personal qualifications and evaluations
  - d. specialty experience,
  - e. 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. No employee shall be involuntarily transferred until management has first given qualified employees the opportunity to transfer voluntarily. When an involuntary transfer or reassignment is necessary, a teacher's (1) areas of certification, (2) 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 Superintendent. Full justification will be provided the teacher involved and become a matter of record.

#### **ARTICLE XI - 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 teachers 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 XII - LEAVES**

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

A. Sick Leave

1. Pursuant to State Statute **1012.61** ELIGIBILITY, "Any member of the instructional staff who is unable to perform his or her duty on account of personal illness, accident disability, or extended personal illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his or her own household, shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by the Superintendent to do so." "Member of his/her own household" shall be any individual whose legal residence is the same as the person requesting leave. Proof of residence may be drivers license, utility bill, bank statement, or federal tax form. Sick leave shall be taken in one-half (.50) or full days. (However, in case of an emergency during the work day or in instances where a substitute teacher can be scheduled in advance, it can be taken in one-quarter (.25), one-half (.50) or three-quarters (.75) 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. Any leave taken under this section that qualifies for leave under the Family Medical Leave section of the Article shall be taken in conjunction with the Family Medical Leave section.
5. An employee may authorize the use of his/her accrued sick leave by a spouse, child, parent, or sibling who is also a school board employee. The following restrictions apply:
  - a. The recipient may not use the donated leave until all of his/her sick leave has been depleted, including sick leave from a sick leave pool if the recipient participates in a sick leave pool;
  - b. Donated sick leave has no terminal pay value;
  - c. The donor may not draw sick leave from a sick leave pool until he/she has used unpaid leave for the number of donated days.

#### B. Paid Personal Leave

A member of the instructional staff may use six (6) days of 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 percent (15%) of the teachers except in cases of emergency. Such leave shall be granted based upon first notifying the principal.

#### C. Annual Leave

1. Full time employees who are employed on a twelve (12) month basis shall accrue annual leave as follows:
  - a. An employee with less than five (5) years continuous 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 (1.25) 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 (1.5) 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.

#### D. Personal Leave Without Pay

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

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

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

#### E. Illness-in-line-of-duty

Any member of the instructional staff shall be entitled to illness-in-line-of-duty leave when he/*she* is to be absent from his/*her* 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 1012.61, by the end of each month during which such absence has occurred. The Board shall approve such claims and authorize the payment thereof provided that the Board shall satisfy itself that the claim correctly states the facts and that the claim is entitled to payment in accordance with the provisions of this action.

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

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

#### F. 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 up to one (1) school year shall be granted by the Board.

1. Any teacher who has satisfactorily completed six (6) consecutive years of teaching in the school district may apply for sabbatical leave.
2. A sabbatical leave without pay may be granted to permit a teacher to engage in study, research, or other reason approved by the Board.
3. A teacher who requires a sabbatical leave for study will be expected to enroll as a full time student at an institution of higher education.
4. The Application for Sabbatical Leave (Appendix 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/*her* 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/*her* 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/*her* first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/*she* has completed an additional six (6) full years of service in the school district.
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/*her* former position or a similar position. Such teacher shall also be advanced to the appropriate position of the salary schedule as if he/*she* had been in actual service in the district during the period of sabbatical leave.

#### G. 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 be 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 Education Association 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 School Enhancement-Professional Education Center in coordination with the principal or immediate supervisor.

#### H. Parental Leave

1. The School Board shall grant unpaid leave for the purpose of child bearing, adoption and/or child rearing for up to one (1) year, provided sufficient notice is given and that a contractual relationship exists which will be in effect during the period of leave. Prior to the commencement of such leave, the employee may utilize any portion of accrued sick leave. If possible, the effective date for the suspension of services shall be mutually agreed to by the employee and immediate administrative supervisor. Such decisions shall be based on, but not limited to, physical condition, effectiveness in performing assigned duties, availability of replacement, term of service required for credit for a year of service, and the recommendation of the attending physician.
2. An employee who is in annual contract status and is granted leave shall be duly reappointed and/or under contract to render services for the school year during which the leave will occur before such leave can be approved. Leave granted under these conditions shall not be interpreted to assure reappointment for the subsequent school year. However, the principal shall recommend for or against the employee's reappointment at the time of annual recommendations provided that appropriate written notice of intent to return to work was provided on or before March 1 by the employee. Any employee whose services are not satisfactory and who would not, at the time of leave, be considered for reappointment shall be granted leave for the remainder of the school year only. Under no conditions shall such leave be granted unless the employee has signed a contract or received the Superintendent's notice of reappointment covering the period of the requested leave.

## I. 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.

## J. Temporary Leave

Each principal shall have the authority to equitably release teachers of his/her 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.

## K. Family and Medical Leave Act

The Board will comply with the Family and Medical Leave Act of 1993. The Family and Medical Leave Act entitles an "eligible employee" to take up to a total of 12 workweeks 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 teachers from current option of retaining paid leave days while utilizing parental leave.

## L. Jury Duty/Witness Leave

An employee who is required to serve as a juror or subpoenaed to appear as a witness during regular working hours shall be granted paid leave upon proper documentation and application.

Parties to a civil act or charged with a criminal violation will not be covered under this provision.

**M. Military Leave**

Military leave shall be granted to employees to enlist or are inducted into military service or who are members of the Reserves or the National Guard and who request such leave. Compensation allowed during Military Leave shall not exceed seventeen (17) days per calendar year as provided in section 117.07, Florida Statutes.

**1. Leave Without Pay**

- a. Employees drafted into full-time military service shall be granted leave without pay for the period of required military service. Military orders must be presented with the leave request.
- b. An employee granted military leave for extended active duty shall, upon completion of the tour of duty, be returned to employment without prejudice provided an application for re-employment is filed within six (6) months following the date of discharge.
- c. Following the receipt of the application for re-employment, the school board shall reassign the employee to duty in the school system as soon as possible. Under no circumstances shall the reassignment occur more than six (6) months after the application for re-employment.

**ARTICLE XIII - 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. Pregnancy without complications and selective surgery are not considered catastrophic.
- 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 paid 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.

#### **ARTICLE XIV-SCHOOL ENHANCEMENT-PROFESSIONAL EDUCATION CENTER**

- A. Providing opportunities for professional development is a function of the individual schools as well as the school district.
- B. The district assumes the responsibility of record keeping relevant to employees professional development hours/points earned specific to certificate renewal.
- C. Certified employees may, at any time, request transcripts of their professional development history to include hours/points earned relative to certificate renewal. At the same time, a review of the employee's certificate renewal status will be conducted and conveyed in a timely manner. These services are provided by the Human Resources *Department*.
- D. The Human Resources *Department* will pre-approve, in writing, college courses the employee *is told to complete, if teaching out of field or for additional certification endorsement*. Pre-approval is not required *for certificate renewal purposes*.

## ARTICLE XV - TEACHER EVALUATION

### A. Goals for Evaluation

The purpose of the assessment and evaluation process is to enhance instruction for students by assisting teachers in continuous quality improvement of their professional skills. The method designed to achieve this goal must be formalized to the extent it supports decisions on salary, transfers, promotions and dismissals. (See Appendix F, MIS 5166 and MIS 5178, and MIS 1485)

### 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 School District of Okaloosa County Teacher Evaluation Handbook, Category I and II, 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 the evaluation process to explain Evaluation Category I and II and any instrument used to support the final evaluation.
2. That teachers will receive their final written evaluation prior to April 1.
3. The opportunity for oral or written response by the teacher to be filed with the evaluation.
4. Provision for the teacher to review and make copies of any and all of his/her personnel file including end of year evaluation.
5. Open observation and monitoring of the teachers by qualified administrators.
6. Prior review by the individual of all derogatory material with an opportunity to submit written comments to such material.

### CATEGORY I

- a. Number and length of classroom observations required per year: Minimum of two (2) for teachers involved in the state required competency Professional Orientation Program for teachers who have less than two (2) years of previous experience; 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 continuing or professional services contract, provided that the teacher meets expectations.
- b. A classroom observation will be one (1) complete instructional period but not less than twenty (20) consecutive minutes.
- c. 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.

## **CATEGORY II (Voluntary)**

- a. This system is a form of performance assessment. Emphasis is on the action of the teacher and the resulting student work and academic growth.
- b. To elect this system, a teacher must meet the eligibility requirements listed in the Okaloosa County School District Teacher Evaluation System.
- c. The preview conference will be held by October 31<sup>st</sup> of the school year to determine objectives.
- d. The teacher/special services employee who participates in this process will receive Meets Expectations on the Evaluation Summary rating.

### **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, make corrections, or meet compliance with state statutes.

Reference: School District of Okaloosa County Teacher Evaluation Handbook  
Category I and II.

## **ARTICLE XVI - POLITICAL ACTIVITY**

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

## **ARTICLE XVII - ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster 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.
- C. Student grades shall be determined and reported by the classroom teacher whose decision shall be final unless the principal has determined that any grade has been miscalculated. A principal may make reasonable inquiry of a teacher regarding student grades. No teacher shall be coerced into changing a student's grades on assignments, tests, or grades in the teacher's official grade book. Parental challenges to student grades shall follow School Board Policy, Chapter XVI, P-9.

## **ARTICLE XVIII - 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 XIX - PROFESSIONAL COMPENSATION**

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

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

Private school experience must be earned in an accredited school which is State or Regional accredited or requires state certification. No military experience will be used for salary purposes. No credit in excess of that authorized by the salary schedule shall be given although no such credit previously granted will be retracted.

Teachers are responsible for verification of outside experience. Newly-hired teachers must present verification to the Personnel Services Department by the second month of employment to continue being given credit on the salary schedule. Other teachers who wish to receive credit for outside experience must present documentation to the Personnel Services Department before the 1<sup>st</sup> of the month to be credited for the experience the following payroll period.

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

D. Insurance

The Board shall offer as a medical insurance option a "*Blue Cross & Blue Shield Base Preferred Provider Option Plan (PPO)*" with benefits as found in the "certificate of insurance for 03-04". The cost to the employee for the 2003-04 contract year shall be \$0.00 for single; \$297.45 per month for family; \$32.97 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a "*Blue Cross & Blue Shield Alternate PPO Plan*" with benefits as found in the "certificate of insurance for 03-04". The cost to the employee for the 2003-04 contract year shall be \$45.03 per month for single; \$400.23 per month for family; \$135.75 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a "*Blue Cross Blue Shield HMO Plan*" with benefits as found in the "certificate of insurance for 03-04". The cost to the employee for the 2003-04 contract year shall be \$45.03 for single; \$400.23 per month for family; \$135.75 per month for family with two (2) employees in family based on twelve (12) deductions.

The Board shall offer as a medical insurance option a "*Tricare Standard Plan*", with benefits as found in the "certificate of insurance for 03-04". A total up to \$221.33 per month is paid by the School District.

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 03-04" at no cost to the employee.

The Board shall provide a dental plan with benefits as found in "certificate of insurance for 03-04" 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 \$40.09 per month; \$18.15 per month for families with two (2) employees based on twelve (12) deductions for the 2003-04 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 new employees to participate during the first three (3) months while 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 \$10,000.00 life insurance per teacher.
- F. The Board provided health, indemnity, dental and life insurance program will be reviewed prior to September 1<sup>st</sup> 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 an open enrollment period for the health insurance thirty calendar days for each school year for current employees who wish to enroll or make a change.

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

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

Changing to indemnity coverage may be done at any time.

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

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

- G. The Board provided health, indemnity, dental and life insurance program will be reviewed prior to January of each year by the Benefits Oversight Group. Members of this group (Chief Negotiator for the Board, Chief 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.
- H. The Board shall pay for an advanced 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 Benefits Oversight Group shall make recommendations to the Board regarding set up, installation and operation of the plan.
- 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. 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. However, employees who continue employment beyond the year of normal retirement (as defined below) and participate in the Deferred Retirement Option Program (DROP) may receive advance payment as described above at the rate of 50% of accumulated sick leave.

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.  
*(Reference Memo of Agreement dated December 6, 2001 concerning BENCOR)*

M. Deferred Retirement Option Program (DROP)

An eligible member of the Florida Retirement System or Teacher Retirement System may elect to defer retirement benefits while continuing employment for a specified time not to exceed sixty (60) months following normal retirement age or date (30 years of service or age 62 with a minimum of 10 years of vested service).

N. Teachers who receive an overall rating of Meets Expectation on the Evaluation Summary Instrument (MIS 5166 Rev. 9/97 or MIS 5178 Rev. 6/94) shall receive an additional stipend equal to one-half (.05%) of 1% of the base salary. This stipend shall be included in the June check and may be re-earned each year.

O. The OCEA shall be provided one payroll deduction slot in order to allow their members access to Association sponsored benefit programs. The Board agrees to permit employees to meet with OCEA Benefits Representatives at the employees' convenience, at non-student contact times in the teachers' lounge or similar location.

**ARTICLE XX - 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 XXI - WAIVER PROCEDURE**

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

1. Any waiver must be in writing, posted for three (3) working days, and must specify the contractual provision(s) to be waived, the nature and duration of the waiver and the employees affected by the waiver. Such waiver shall be approved by the School Advisory Councils (SAC's).
2. There shall be a duly called meeting of all bargaining unit members to fully explain the proposed waiver. A *building* representative shall call and conduct this meeting.
3. There shall be a 36-hour minimum between the full disclosure meeting (#2 above) and any waiver vote.
4. There shall be a secret ballot vote of all bargaining unit members to approve or disapprove said waiver. Such vote shall include a signature sheet(s). The waiver shall require an 80% approval of the total bargaining unit membership in order to move forward. A valid vote shall not be rescinded.
5. OCEA shall designate individual(s) to monitor and assist in conducting 1-4 above. The OCEA designee shall be present at the secret ballot vote.
6. The waiver shall then be presented to the OCEA Executive Board *for approval prior to being presented* to the Okaloosa County School Board for final approval. A representative shall be available to address questions and concerns prior to the final approval vote.
7. Waivers shall not extend beyond the school year in which they originally take effect.
8. Waivers may be extended one (1) year at a time (maximum) if there are no changes in the waiver. Extensions shall require the 80% secret ballot, approval of Okaloosa County School Board and OCEA Executive Board only.

9. If an individual disagrees with an approved waiver and can find a certified bargaining unit member willing to exchange positions, such exchanging of positions shall be considered and efforts made to facilitate said transfer.
10. *The waiver procedure shall be initiated prior to applying for any grant or program requiring a waiver of the Contract.*
11. *Appendix I is the waiver form that shall be used.*

#### **ARTICLE XXII - VIDEO CAMERAS**

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

**ARTICLE XXIII - TERMS OF AGREEMENT**

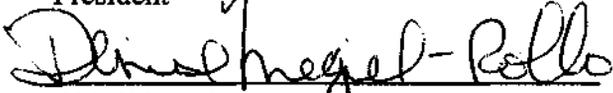
This Agreement shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2006. This Agreement shall not be extended orally. If a successor agreement has not been reached on the expiration date of this agreement, then the provisions of this contract shall continue until a successor agreement has been ratified by both parties or imposed by the legislative body.

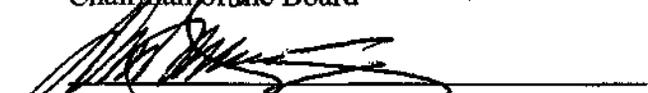
OKALOOSA COUNTY EDUCATION  
ASSOCIATION

SCHOOL BOARD OF OKALOOSA  
COUNTY

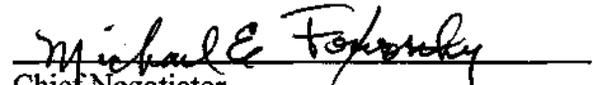
  
\_\_\_\_\_  
President

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

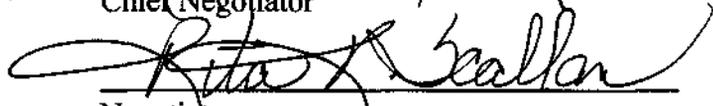
  
\_\_\_\_\_  
Chief Negotiator

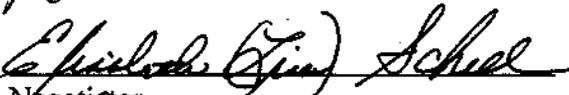
  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Negotiator

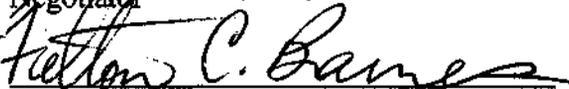
  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

  
\_\_\_\_\_  
Negotiator

\_\_\_\_\_  
Negotiator

School District of Okaloosa County  
OCEA

**Continuing Membership Authorization**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
S.S.N.

**Distribution:**

- One (1) copy to Personal
- One (1) copy to Association

**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.

If a class consists of two grades, whichever of the two grades' maximum class size is the smallest shall be the maximum class size for that class. In addition, the 10% beyond provision of **Article VII** shall not apply in the case of combination classes.

#### Maximum Class Size and Class Load

##### Elementary

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

\*This does not apply to Special Area Teachers

##### Secondary                      Maximum Class Load

Academic and Vocational	150
Physical Education	220

APPENDIX D

School District of Okaloosa County  
Personnel Services Department

MIS 5042  
REV 7/97

INSTRUCTIONAL TRANSFER REQUEST FORM

**I. TEACHER - Teacher completes this section with present principal's signature and submits to school with currently posted vacancy.**

Name \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_ Home Phone # \_\_\_\_\_

Home Address \_\_\_\_\_

Years of Continuous Okaloosa Experience: \_\_\_\_\_

Teacher Certification Info: Expiration date: \_\_\_\_\_

Coverage areas: \_\_\_\_\_

Present Position: School \_\_\_\_\_ Grade/Subject \_\_\_\_\_

I request a transfer to the currently posted position of:

\_\_\_\_\_ at \_\_\_\_\_  
(subject area) (school)

\_\_\_\_\_  
(signature of teacher) (signature of present principal)

**II. PRINCIPAL - Principal with currently posted vacancy completes this section for all transfer requests.**

Employee's Continuous Service Date \_\_\_\_\_ (verify with Personnel Services)

- Infield Certification
- Evaluations/Personal Qualifications
- Job Requirements
- Specialty Experience
- Principal/Supervisor Acceptance

\_\_\_\_\_  
Signature of Principal/Supervisor/Date  
(indicates review of request)

**III. PRINCIPAL - Principal with currently posted vacancy completes this section for individual selected for vacancy and submits to Personnel Services Department.**

Effective Date \_\_\_\_\_ Grade/Subject \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal/Supervisor/Date  
(indicates acceptance of transfer)

**PERSONNEL USE ONLY**

Request Granted \_\_\_\_\_

Request Denied \_\_\_\_\_

Replaces \_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator, Personnel Services Department/Date

Instructions:  
Complete Sections I, II, III

**APPLICATION FOR LEAVE (UNPAID LEAVE FORM)**  
(Excluding Sick/Personal Leave With Pay/Annual Leave)

Employee Name \_\_\_\_\_ last - first - middle SS# \_\_\_\_\_  
Home Phone # \_\_\_\_\_

Job Title \_\_\_\_\_ Work Location \_\_\_\_\_  
Hours per day \_\_\_\_\_ Noninstructional Only: Months: 9  10  12

**Documentation for Board approval must accompany this form to Personnel Services!!!**

**I. Type of Leave Requested**

- A. **Personal Leave Without Pay** \* (Available earned personal leave days must be used prior to request.) (FMLA MIS 5230 must be attached to this request.) Specify reason/attach documentation: \_\_\_\_\_
- B. **Parental/Maternity Leave Without Pay** \* (maximum of 1 year) (FMLA MIS 5230 must be attached to this request.) Specify: \_\_\_\_\_
- C. **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) \_\_\_\_\_
- D. **Professional Leave Without Pay** \* (Attach documentation specifying reason, institution, location, etc.)
- E. **Sabbatical Leave Without Pay** \* (Attach documentation specifying purpose, plan of study, justification, degree seeking, etc.)
- F. **Other Leave**
  - 1. Approved absence due to illness (for leave due to the employee's own serious health condition, or to care for a family member with a serious health condition, any accrued paid sick leave, and personal leave must first be used.) (FMLA MIS 5230 must be attached to this request.) (\*\*++ forward copy to both Personnel and Payroll)
  - 2. Political Campaign \*
  - 3. Line-of-Duty Injury/Illness (Workers' Compensation-Insurance Dept. ONLY) (NOTE: May also be considered as FMLA qualifying leave.)
  - 4. Other (specify) \* \_\_\_\_\_

II. **Duration of Leave Requested** From \_\_\_\_\_ to \_\_\_\_\_  
Or Specific Individual Dates: (month-day-year) (month-day-year)

Total: \_\_\_\_\_ Days/Hours (circle one)

**III. Signatures**

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

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

Applicant/Date

Principal/Department Head/Date

**IV. Family Medical Leave Act ("FMLA") Review**

- A. The requested leave meets FMLA guidelines as follows:
  - 1. Care for birth, placement for adoption, or foster care of child
  - 2. Care for family member who has a serious health condition
    - Spouse (Name \_\_\_\_\_)
    - Son (Name \_\_\_\_\_)
    - Daughter (Name \_\_\_\_\_)
    - Parent (Name \_\_\_\_\_)
  - 3. Due to serious health condition making the employee unable to perform his/her job.
- B. The requested leave does not meet FMLA guidelines.

**Personnel Use Only**  
Total FMLA to Date \_\_\_\_\_  
Date \_\_\_\_\_  
Total Days \_\_\_\_\_

V. **Recommendation** Approved  Not Approved  Total Days Designated FMLA \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
Administrator, Personnel Services Department

VI. **Board Action Date** \_\_\_\_\_ Approved  Not Approved

Authorized Signature \_\_\_\_\_

++ = forward to Payroll  
\* = forward to Administrator, Personnel Services for Board action.

(over)

White Copy: Risk Management; Yellow Copy: PERSONNEL; Pink Copy: Job-Site Gold Copy: Employee

## 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. 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 any other position.
4. Employees shall use all available paid personal leave days before using unpaid personal leave.
5. 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.
6. Leave cannot extend from one work/school year into another. Separate requests must be submitted when the time period includes portions of two work/school years.
7. 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 20 \_\_\_\_\_

**SCHOOL DISTRICT OF OKALOOSA COUNTY  
EVALUATION SUMMARY**

MIS 5166  
REV9/00

**CATEGORY I**

Teacher (Legal Name) \_\_\_\_\_

SSN \_\_\_\_\_

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 (circle one)**

M    I    N

Upon receipt of this document with an overall N rating, the 90-day probationary period begins for PSC teachers.

I. Instructional Proficiency Rating	Observation date(s)	Time(s)	Observer(s)
_____ Planning for Instruction			
_____ Instructional Organization & Development 1-10	_____	From _____ to _____	_____
_____ Presentation of Subject Matter 11-14	_____	From _____ to _____	_____
_____ Communication: Verbal and Nonverbal 15-19	_____	From _____ to _____	_____
_____ Management of Student Conduct 20-21	_____	From _____ to _____	_____
_____ Evaluation of Students	_____	From _____ to _____	_____

II. Professional Proficiency Rating	
_____ 1. Communicates effectively with students.	_____ 9. Provides appropriate student programs.
_____ 2. Communicates effectively with parents	_____ 10. Refers students for additional assessment or assistance
_____ 3. Communicates effectively with co-workers.	_____ 11. Exhibits professional growth and involvement
_____ 4. Communicates effectively with supervisors and administrators	_____ 12. Meets responsibilities in Teacher Handbook or assigned by principal
_____ 5. Encourages and invites participation of each student.	_____ 13. Meets responsibilities in Teacher Contract
_____ 6. Acknowledges and recognizes student accomplishments	_____ 14. Follows District policies and procedures.
_____ 7. Provides for a pleasant instructional environment.	_____ 15. Develops instructional goals supporting school improvement.
_____ 8. Identifies students' academic needs.	

III. Professional Development Plan    Preview date \_\_\_\_\_    Administrator's initials \_\_\_\_\_    Teacher's initials \_\_\_\_\_

1. Objective(s) for professional development based on assessment of student needs:

2. Expected student outcomes:

3. Professional development activities/training related to the objective(s):

4. Evidence of results:

**Note:** Attach completed Evaluator/Teacher Conference Record (MIS 5163) for each I or N given.

IV. Teacher comments.

SIGNATURE OF EVALUATOR \_\_\_\_\_

DATE \_\_\_\_\_

\*SIGNATURE OF TEACHER \_\_\_\_\_

DATE \_\_\_\_\_

(\*indicates that teacher has seen completed form.)

Appendix G  
OKALOOSA DISTRICT SCHOOL BOARD  
YEARS OF EXPERIENCE INITIAL PLACEMENT/INSTRUCTIONAL SALARY SCHEDULE  
2003/2004

STEP	BACHELOR'S YRS EXP	MASTER'S YRS EXP	SPECIALIST YRS EXP	PHD YRS EXP	BACHELOR'S	MASTER'S	SPECIALIST	PHD
1	0	0	0	0	\$26,953	\$28,166	\$29,503	\$30,979
2	1	1	1	1	27,762	29,011	30,389	31,908
3	2	2	2	2	28,594	29,881	31,300	32,866
4	3	3	3	3	29,452	30,778	32,240	33,852
5	4	4	4	4	30,336	31,701	33,207	34,867
6	5	5	5	5	31,246	32,652	34,203	35,913
7	6	6	6	6	32,183	33,632	35,229	36,990
8	7	7	7	7	33,149	34,640	36,286	38,100
9	8	8	8	8	34,143	35,680	37,375	39,244
10	9	9	9	9	35,168	36,750	38,495	40,420
11	10	10	10	10	36,223	37,853	39,651	41,633
12	-	-	-	-	37,309	38,988	40,840	42,882
13	11	11	11	11	38,429	40,158	41,066	44,169
14	12	12	12	12	39,581	41,363	43,328	45,493
15	13	13	13	13	40,769	42,603	44,627	46,858
16	14	14	14	14	41,992	43,882	45,966	48,264
17	-	-	-	-	43,252	45,198	47,345	49,712
18	15	15	15	15	44,549	46,554	48,765	51,203
19	16	16	16	16	45,886	47,951	50,228	52,739
20	17-18	17	17	17	47,262	49,389	51,735	54,321
21	19-20	18-19	18	-	48,680	50,871	53,287	55,951
22	21+	20+	19+	18+	50,141	52,397	54,885	57,631

Initial placement on salary schedule according to initial placement chart-after initial placement each individual will move one (1) step per year until step twenty-two (22) is reached. Teachers who are designated outstanding by the Pay for Performance Plan will receive an additional 5% of their individual base salary.

1. **Teachers at step twenty-two (22), the top step, must add the \$2,000.00 longevity stipend.**
2. All Florida Public School experience may be counted.
3. Teachers hired prior to July 1, 2001, may receive up to nine (9) years of out-of-state public and private combined may be brought in. Private school experience must be earned in an accredited school.
4. For all teachers hired July 1, 2001 or after, all experience earned in schools requiring a state or Department of Defense certification will be counted.
5. Employees shall not be given credit for years they are currently drawing retirement dollars for.
6. All Florida and out-of-state experience when combined shall not exceed step 22 on initial placement chart.
7. The one (1) year's credit will be awarded when the number of days under contract exceeds one day over half the number of days in the contract year.

**TWELVE MONTH PERSONNEL**

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

**HOURLY RATE**

Rates, applicable for Summer School Teachers, regular teachers who teach a period beyond contractual obligation, adult education teachers, or teachers employed on a part-time basis for less than four (4) periods per day, are:

Bachelor's Degree	= \$24.83
Master's Degree	= \$28.28
Specialist's Degree	= \$30.73
Doctorate's Degree	= \$33.15

\*(see attachment on following page)

## FOR INITIAL PLACEMENT ON THE SALARY SCHEDULE

New ROTC instructors shall be placed on the salary schedule as twelve (12) month employees in the appropriate column at the least step to guarantee their Minimum Instructor Pay. After initial placement, ROTC instructors shall move one step each year until they reach the top of the salary schedule. Initial placement shall be in lieu of experience in teaching and no credit shall be granted for years teaching prior to initial placement.

Teachers at the two vocational schools and occupational specialists new to the system shall bring in experience under the following conditions:

1. Maximum of **nine (9) years** for like work experience. Work experience is defined as having one day over half the number of work days in the year.
2. Teaching experience shall be granted according to Article XIX-B.
3. If years of work experience and teaching experience are combined, the number of years combined shall not exceed **nine (9)**.
4. No credit previously granted for teaching and work experience will be retracted.

School psychologists and guidance counselors may receive up to five (5) years credit for verified full-time work as a licensed therapist in a non-school environment in lieu of previous experience in a public or accredited private school. Credit will **NOT** be allowed for experience in both an education setting and a professional setting. Speech, Occupational & Physical Therapists shall be given credit for all verified experience as a licensed therapist in the State of Florida and up to nine (9) years of credit for verified experience in another state. Social Workers may receive up to nine (9) years of credit for verified full-time work as a licensed Social Worker in a non-school environment in lieu of previous experience in a public or accredited private school.

Appendix H  
Supplements  
2003-2004  
**Senior High School**

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

	(1200 Students)	(600-1199)	(100-599)
1. Band Director (Figures show total salary)	\$70,358	\$65,715	\$54,105
2. Basketball Coach	4,539		
3. Football Coordinator	4,235		
4. Assistant Football Coach	4,036		
Assistant Band Director	4,036		
Cheerleader Sponsor	4,036		
Dance Team Director	4,036		
Choral Director	4,036		
JV Football Coach	4,036		
5. Baseball Coach	3,099		
Softball Coach	3,099		
6. Assistant JV Football Coach	3,028		
JV Basketball Coach	1,776		
7. Assistant Basketball Coach	1,776		
Track Coach	1,776		
Annual Sponsor	1,776		
Golf Coach	1,776		
Wrestling Coach	1,776		
Weight Lifting Coach	1,776		
Cross Country Coach	1,776		
Volleyball Coach	1,776		
Assistant Baseball Coach	1,776		
Assistant Softball Coach	1,776		
Swimming Coach	1,776		
Soccer Coach	1,776		
Tennis Coach	1,776		
Speech Sponsor	1,776		
Academic Team Coach	1,776		
8. District School Psychologist	1,776		
9. Assistant Volleyball Coach	1,411		
Assistant Track Coach	1,411		
Assistant Cheerleading Sponsor	1,411		
Assistant Soccer Coach	1,411		
10. Voc Agriculture Sponsor	1,509		
11. Future Farmers of America Sponsor	1,011		
12. Department Chairperson	1,313	1,060	806
13. District Speech Therapist/ Occupational Therapists/Physical Therapists	806		
14. Newspaper Sponsor	1,411		
15. School Based Staff Development Coordinator	806		

Supplements  
2003-2004  
Middle School

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

1.	Band Director	\$5,044
2.	Football Head Coach	4,116
3.	Athletic Director	2,723
4.	Basketball Head Coach	3,028
	Choral Director	3,028
	Cheerleader Sponsor	3,028
	Assistant Football Coach	3,028
5.	Baseball Coach	1,776
	Track Coach	1,776
	Annual Sponsor	1,776
	Golf Coach	1,776
	Softball Coach	1,776
	Cross Country Coach	1,776
	Soccer Coach	1,776
	Tennis Coach	1,776
	Speech Coach	1,776
	Academic Team Coach	1,776
	Swimming Coach	1,776
	Volleyball Coach	1,776
6.	Dance Team Director	1,235
7.	Team Leader	1,060
8.	School Based Staff Development Coord.	806
9.	Assistant Basketball Coach	1,776

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

Effective for the 1994-95 school year experience credit will not be added to any supplemental positions. Individuals in supplemental positions, for which experience credit has been granted, shall be grandfathered at the prior year's experience level.

Elementary Supplement  
2003-2004

Grade Level Chairperson

One Kindergarten	\$ 806
One First Grade	806
One Second Grade	806
One Third Grade	806
One Fourth Grade	806
One Fifth Grade	806
One Special Area	806
School Based Staff Development Coord.	806

APPENDIX I

Checklist for Waiver Process

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

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

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

Please include/answer the following:

Secret Ballot

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

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

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

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

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

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

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

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

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

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

APPENDIX J

Classroom Visit Request Form

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

~~~~~  
Teacher \_\_\_\_\_

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

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



Memorandum of Agreement  
between  
Okaloosa County School Board  
and  
Okaloosa County Education Association

The question has arisen as to whether counselors should sit in on meetings between parents and retained students.

The Okaloosa County Education Association and the Okaloosa County School District agree that if a teacher and the principal agree it is educationally necessary for the counselor to be present, counselors may be asked to attend for part of the meeting. Counselors should only be present when the discussion is about testing or issues the counselor is directly involved in. Counselors will be compensated \$25.00 per meeting. The decision about whether or not a counselor will attend the meeting must be decided on an individual basis. The principal and teacher should sign a document which indicates they have agreed that having the counselor for part of the meeting was educationally necessary.

For OCEA:

Sheila J. Olsen  
Signature Date 8/08/02

For the School Board:

Marjorie Foxworthy 8/07/02  
Signature Date

Sworn to and subscribed before me this 7th day of August, 2002.

Betty Jo Holloway  
Notary Signature

Seal:



**Memorandum of Agreement  
between  
Okaloosa County School Board  
and  
Okaloosa County Education Association**

The Okaloosa County Education Association and the Okaloosa County School District agree to the following rates of compensation for district or school run programs:

- 1) **Detention:** The regular rate of pay for supervising detention outside the regular work day shall be \$10 per hour. Any employee who supervises a Saturday detention shall be paid for a minimum of five (5) hours.
- 2) **School or district tutoring programs:** All certified personnel who tutor in a district or school program shall be compensated at the hourly rate found in Appendix G of the Master Contract. Non-certified personnel shall be compensated at the rate of \$15 per hour.

For OCEA:

For the School Board:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

**Memorandum of Agreement  
between  
Okaloosa County School Board  
and  
Okaloosa County Education Association**

The following shall constitute the agreement between OCEA and the School Board as to the distribution of state bonus money for teachers of Advanced Placement Classes at the Secondary level.

Based upon the 1999-2000 Advanced Placement (AP) exams, a bonus of \$50.00 per student who takes and passes (3) their appropriate AP test will be given to the teacher of these students. The bonus money shall not exceed \$2,000 per teacher as limited by the law. This bonus money shall be taken from AP funds only.

For OCEA:

For the School Board:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Memorandum of Agreement  
between  
Okaloosa County School Board  
and  
Okaloosa County Education Association

The Okaloosa County Education Association and the Okaloosa County School District agree to the following which may relate to retention plans that involve before and after school tutoring:

**Selection of tutors:**

- A. Certification in the area to be taught shall be the first criteria. No position shall be offered to a person who is not certified in the area to be taught if there is a volunteer in the bargaining unit who is certified in that area.
- B. Priority will be given to district employees who are members of the instructional bargaining unit.
- C. If more than one bargaining unit member applies, the position should be offered based on criteria found in *Article IX, Section B, #5* of the Master Contract. (See attached)

**Pay:**

Compensation should be based on "Memorandum of Agreement" dated 1/14/99 and 3/1/99. (See attached)

**Security:**

If a teacher feels security problems exist during the teaching period of the remediation program at his/her school, they should reference *Article V, Section E* of the Master Contract. If this does not resolve the problem, they should forward their concerns to the Superintendent. (See attached)

**Eligibility Recommendations:**

Tutoring classes should, under best practices, be limited to from 3 to 5 students at one time. Efforts should be made not to exceed 5 students in a tutoring situation.

**Discipline:**

Teachers should send written documentation of poor behavior to the principal, should a student be moved to another tutor or denied the right to continue in the program. *A student should*

**Resignation:**

If a teacher wishes to resign from their tutoring assignment, they may do so with two (2) weeks notice to the principal. The teacher shall suffer no penalty or recrimination as long as adequate notice is given. The principal shall make efforts to fill the position before the full two (2) weeks is up.

For OCEA:

*Philip J. Olsen* 7-24-2002  
Signature Date

For the School Board:

*Michael E. Forsythe* 7/24/02  
Signature Date

Sworn to and subscribed before me this 24th day of July

*Betty Jo Holloway*  
Notary Signature

Seal:



Memorandum of Agreement  
Okaloosa County School Board  
and  
Okaloosa County Education Association  
2003-2004

Okaloosa County now owns the franchise for 62 courses offered by Florida Virtual. OCEA and the Board agree that the district can contract with individual teachers to teach virtual courses. Compensation shall be at the rate of \$100 for every student who satisfactorily completes what has traditionally been considered a semester course. Compensation shall be at the rate of \$200 for every student who satisfactorily completes a course for a full one year credit. Teachers shall receive no compensation for students who do not complete the course with at least a 'D' average. This agreement shall be in place for the 2003-2004 school year only. At the end of this year a new agreement shall be worked out for compensation.

For OCEA:

Dennis Phelan Polk  
Signature

9-3-03  
Date

For the Board:

Michael E. F. F. F.  
Signature

9-3-03  
Date

## Title II Project

Okaloosa County is striving to create a job coaching model for professional development for the District. The OCEA has requested to bargain the impact of such a model. The following language shall apply to the elementary literacy coaching model that is part of the Title II Project.

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

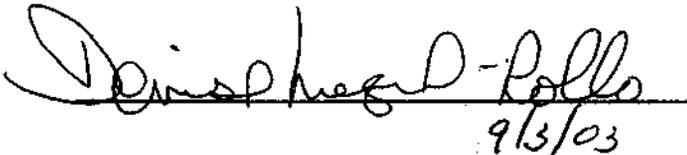
Teachers are required to meet and listen to the literacy coach as requested through this program. Teachers may or may not incorporate the literacy coach's suggested models in their classroom/curriculum. No disciplinary action shall take place because of any refusal to make adjustment in a teacher's classroom as a result of this program. This should not be interpreted to prevent a principal in the normal evaluation process from going over expectations and holding teachers accountable for what goes on in the classroom. The program will be evaluated on general data that is provided on student achievement, FCAT and other standardized tests. It is not the intent of the district to add to the teacher's work day, specifically because of this program.

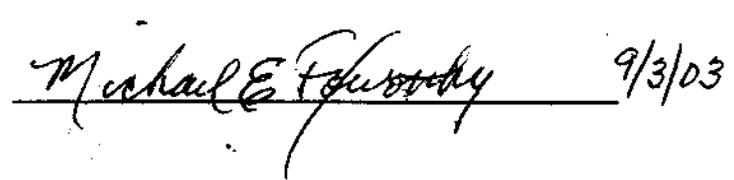
Programs shall occur within the 7.50 hour day and teachers should not be required to forfeit planning time involuntarily because of this program. Substitutes shall be provided to help facilitate appropriate communications. OCEA shall be welcome to observe the training of literacy coaches. If it is determined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

If this program continues beyond this year the union and management will discuss the rotation of these positions to allow for recency of experience in the classroom. No literacy coach shall be placed in a school where they have taught in the past 6 years.

For OCEA:

For School Board:

  
9/3/03

  
9/3/03

# *Okaloosa County Education Association*

348 Highway 190 ♦ Valparaiso, FL 32580 ♦ 850/678-5940

## **Disruptive Student Removal**

This packet of information contains the following:

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

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

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

### **Examples of informal discipline:**

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

### **Examples of formal discipline:**

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

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

7. This entire process, including the Committee's decision, must be completed within five (5) school days.
8. If the principal does not believe the threshold criteria\* for involving the law has been met, he or she is required to convene the Placement Review Committee that same school day for a preliminary review of the documentation. The Committee, not the principal, will decide if the number of incidents is sufficient to proceed. If the Placement Review Committee does not believe the threshold criteria has been met, the student will be returned to your classroom. In that event, you can continue with the documentation of misbehavior of the offending student until you have enough documentation to file again for removal.
9. The principal, in the initial course of discussion with the parent/legal guardian, may offer the opportunity for a voluntary transfer of the student from the requesting teacher's classroom to another classroom if the parent/legal guardian consents.
10. If any questions exist or if you encounter any problems do not hesitate to call the OCEA office for assistance.

**\*threshold criteria -- sufficient number or severity of disruptive incidents**

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

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

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

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

9. If the Placement Review Committee does not believe the threshold criteria has been met, the student will be returned to your classroom. In that event, you can continue to document any additional misbehavior of the offending student until you have enough documentation to file again for removal.
10. The principal, in the initial course of discussion with the parent/legal guardian, may offer the opportunity for a voluntary transfer of the student from the requesting teacher's classroom to another classroom if the parent/legal guardian consents.
11. If any questions exist or if you encounter any problems do not hesitate to call the OCEA office for assistance.

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

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

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

Date of Request: \_\_\_\_\_ School: \_\_\_\_\_

Student Name: \_\_\_\_\_ Grade: \_\_\_\_\_

Requesting Teacher: \_\_\_\_\_

Class Period/Subject: \_\_\_\_\_

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

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

Yes  No If Yes, Number of Referrals: \_\_\_\_\_

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

Yes  No If Yes, Number of Contacts: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Teacher's Signature

\*\*\*\*\*

FOR COMMITTEE USE ONLY

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

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

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

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

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

Date: \_\_\_\_\_

Chairperson's Signature: \_\_\_\_\_



**SCHOOL DISTRICT OF OKALOOSA COUNTY**  
**REQUEST FOR REMOVAL OF STUDENT**

(Pursuant to 1003.31 F.S.)

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

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

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

In the event that the Request For Removal of Student and attached documentation appears to meet the statutory threshold criteria when submitted, then the Principal shall:

- (a) Notify the parent/legal guardian of the student that the Request For Removal of Student has been filed and discuss the process that will be followed. In the course of the initial discussion with the parent/legal guardian, the Principal may offer the

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

- (b) Notify the Placement Review Committee members and alternates of the filing of the Request For Removal of Student and the schedule for the Committee meeting to consider the request.
- (c) Notify the requesting teacher of the schedule for the Committee meeting and request the teacher's attendance and participation in the proceeding.
- (d) Make the Request For Removal of Student package, including all attachments and other documentation as submitted by the requesting teacher, readily available for review by the individual Placement Review Committee members and alternates, at their request, in a confidential setting. (NOTE: These documents are student records and all requirements for confidentiality of these records must be carefully protected.)

4. The Placement Review Committee proceeding shall be conducted as follows:

- (a) A committee chairperson shall be designated by the Committee to preside.
- (b) The Committee shall, at a minimum, receive the following information and presentations in the course of their consideration of the Request For Removal of Student:
  - (i) The requesting teacher may present his/her request for all supporting documentation and other information to the Committee.
  - (ii) The student and his/her parent/legal guardian shall be allowed to respond to the teacher's allegations and present additional documentation or information in support of their position.
  - (iii) The Principal or his/her designee shall be entitled to present any relevant information to the Committee regarding the request and shall be available as a resource to the Committee during this process.
  - (iv) After receiving all available information, the Committee shall close the proceeding with the parties and, within a time frame not exceeding five (5) school days from the initial removal of the student from class, shall render a decision as to whether or not the student should be returned to the classroom or be reassigned to another classroom. The actual reassignment of the student

shall be carried out by the school Principal who shall determine, in accordance with the established practice at that particular school, the new teacher and classroom to which the student shall be reassigned.

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

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

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

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

(a) Establish classroom rules of conduct.

(b) Establish and implement consequences, designed to change behavior, for infractions of classroom rules.

(c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.

(d) Have violent, abusive, uncontrollable, or disruptive students directed for information or assistance from appropriate school or district school board personnel.

(e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.

(f) Request and receive information as to the disposition of any referrals to the administration for violation of classroom or school rules.

(g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in case of emergency.

(h) Request and receive training and other assistance to improve skills in classroom management, violence prevention, conflict resolution, and related areas.

(i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.

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

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

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

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

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

(2) Teachers and other instructional personnel shall:

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

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

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

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

(3) A teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under s. 1006.07. The principal shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal determines that a lesser disciplinary action is appropriate, the principal should consult with the teacher prior to taking disciplinary action.

(4) A teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with

the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

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

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

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

(c) The Commissioner of Education shall annually review each school district's compliance with this section, and success in achieving orderly classrooms, and shall use all appropriate enforcement actions up to and including the withholding of disbursements from the Educational Enhancement Trust Fund until full compliance is verified.

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

1. Two teachers, one selected by the school's faculty and one selected by the teacher who has removed the student.

2. One member from the school's staff who is selected by the principal.

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

student to the teacher's class, the teacher may appeal the committee's decision to the district school superintendent.

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

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

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

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

