

INSTRUCTIONAL PERSONNEL CONTRACT

BETWEEN

THE OKEECHOBEE COUNTY SCHOOL BOARD

AND

THE OKEECHOBEE COUNTY EDUCATION ASSOCIATION

LOCAL UNION 1604

AFFILIATED WITH

THE FLORIDA EDUCATION ASSOCIATION

THE AMERICAN FEDERATION OF TEACHERS/AFL-CIO

AND

THE NATIONAL EDUCATION ASSOCIATION

JULY 1, 2020, THROUGH JUNE 30, 2023

Instructional Personnel Contract
 Okeechobee County School Board and
 Okeechobee County Education Association #1604
 July 1, 2020, through June 30, 2023

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ARTICLE I. GROUND RULES

1. Each Negotiating Session shall be scheduled at a mutually agreeable time, which shall be determined at each preceding session.
2. Agenda for each session shall be established at the preceding session.
3. Each party shall have full authority to select its own representatives. The negotiating teams may be composed of up to and including, five (5) members with each party retaining the right to substitute members of the team.
4. No new items can be presented, except by mutual consent of the parties, after the first negotiating session except items that may become negotiable by legislative action, change in commission rules, or court decisions which occur during these current collective bargaining sessions between the Okeechobee County Education Association, Local Union 1604, AFT, AFL-CIO, NEA, FEA, hereinafter referred to as the "Association," and the Okeechobee County School Board, hereinafter referred to as the "Board." Upon agreement of a contract, the contract will not be subject to being reopened for these items.
5. The Agreement, reached at the table, shall be submitted in good faith to the Board and the Association with a recommendation by the respective negotiating teams to approve.
6. Such agreement shall be submitted to the Board and instructional personnel so that it will be ratified or rejected in its entirety.

ARTICLE II.

A. Agreement

The Agreement is entered into as of December 8, 2020, between the School Board of Okeechobee County, Florida, a body corporate and politic, hereinafter referred to as the "Board," and the Okeechobee County Education Association #1604, FEA, AFT/AFL-CIO, NEA hereinafter referred to as the "Association."

B. Multi-Year Provisions

The Okeechobee County School Board and the Okeechobee County Education Association #1604 hereby agree to a three-year contract effective July 1, 2020, through June 30, 2023. Salary increases, salary adjustments, salary supplements, and fringe benefits shall be subject to negotiation annually. Additionally either party may re-open up to two (2) articles annually.

C. Unchanged Prior Provisions

All details such as dates and names appearing in the existing Agreement shall be brought up to date. All other provisions of the existing Agreement not modified by the negotiation of these proposed changes and additions shall remain in full force and effect.

ARTICLE III. PURPOSE

It is the intent and purpose of this Agreement:

- To assure sound and mutually beneficial working and economic relations between the parties hereto;
- To provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement;
- To set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment.

There shall be no individual arrangements or agreements made covering this agreement or any part of this agreement contrary to the terms provided herein.

It is understood that the Board is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort and general well-being of the children of this county and the public at large; that the Association represents professional teachers who have an interest in educational excellence; and that both parties hereto recognize the need for continued and reliable service to their children and the public.

ARTICLE IV. ASSOCIATION RECOGNITION

The Board recognizes the Association as the sole exclusive bargaining agent for the bargaining unit of employees whether under contract or on approved leave or on the job pending official action of the Board, all as certified by the Public Employees Relations Commission in Case No. 8H-RC-744-1022, Certification No. 44, CERTIFICATION OF REPRESENTATIVE FOLLOWING ELECTION AND ORDER TO NEGOTIATE, issued by the Florida Public Employees Relations Commission on the twenty-fifth date of April 1975.

INCLUSION:

Classroom Teachers, Special Education Teachers, Exceptional Child Education Teachers, Librarians and Guidance Counselors.

EXCLUSIONS:

Superintendent, Assistant Superintendent, Supervisors, Principals, Assistant Principals, County-Level Directors, County-Level Coordinators, Teacher Aides, Substitute Teachers, and all non-certified personnel.

It is understood and agreed that the President of the Association is the official spokesman for the Association in any matter between the Association and the Board. The President may designate, in writing, an alternate or alternates.

ARTICLE V. PUBLIC EMPLOYER RIGHTS

It is the right of the School Board of Okeechobee County to determine unilaterally the purpose of its constituent agencies, its slate of services to be offered to the public, and exercise control and discretion over organization and operations. It is also the right of the Board to direct its employees, to take disciplinary action for proper cause, and relieve its employees from duty because of lack of work and other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances about the particular consequences that decisions on these matters may have on terms and conditions of employment as provided in this contract, provided further that an arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this collective bargaining agreement.

The Board shall retain all rights, powers, functions and authority it had prior to the signing of this contract, except as such rights are specifically relinquished or abridged in this contract.

The provisions of this agreement shall not conflict with all matters pertaining to terms of employment and working conditions guaranteed by law to employees within the bargaining unit.

ARTICLE VI. EMPLOYEE BENEFITS

A. Personal Property Damage

A fund not to exceed \$1,500 shall be established for the reimbursement of instructional personnel for damage to personal property resulting from assault or while restoring order in cases of riots, student fights, or general disorder by one or more students on school property or at a school approved function.

Instructional personnel seeking reimbursement under the provision of this policy must file an employee accident report according to guidelines established for this purpose. Failure to file such a report within 10 working days of the occurrence shall disqualify a teacher from receiving reimbursement.

The investigation of claims for reimbursement and approval of payment shall be the responsibility of the Superintendent of Schools or his designee.

Reimbursement shall be made within 15 days of the date of approval.

B. Vandalism Fund

A fund not to exceed \$1,500 shall be established for the reimbursement of instructional personnel for damage to personal property resulting from acts of documented vandalism that occur on school property during regular working hours or at a school approved function in an official capacity.

Instructional personnel claims shall be limited to a maximum of \$250.00 per occurrence. No more than \$1,500 per year shall be paid from the fund for all such claims.

Instructional personnel seeking reimbursement under the provision of this policy must file a vandalism report according to guidelines established by the Superintendent. Failure to file such a report within 10 working days of the occurrence shall disqualify the employee from receiving reimbursement.

The investigation of claims for reimbursement shall be the responsibility of the Superintendent of Schools or his designee.

C. Terminal Pay

Employees terminating their employment who are not eligible to transfer accumulated sick leave within the state of Florida may receive terminal pay as follows:

- Those with three years or less of Okeechobee service shall receive an amount equal to thirty-five percent (35%) of their base daily rates of pay for each accumulated day.
- Those with four to six years of Okeechobee service shall receive an amount equal to forty percent (40%) of their base daily rates of pay for each accumulated day.
- Those with seven to nine years of Okeechobee service shall receive an amount equal to forty-five percent (45%) of their base daily rates of pay for each accumulated day.
- Those with ten to twelve years of Okeechobee service shall receive an amount equal to fifty percent (50%) of their daily rates of pay for each accumulated day.
- Those with thirteen to twenty-nine years of Okeechobee service shall receive an amount equal to seventy-eight percent (78%) of their base daily rates of pay for each accumulated day.

- Those with thirty or more years of Okeechobee Service shall receive an amount equal to one hundred percent (100%) of their base daily rates of pay for each accumulated day.

Upon full retirement, an employee not entering the Deferred Retirement Option Program (DROP) shall receive an amount equal to his or her daily rate of pay multiplied by one hundred percent (100%) of the employee's daily rate of pay for each accumulated day. Full retirement is defined as that wherein no reduction in benefits is made because of age or years of service on the pension plan. Terminal pay for Investment Plan participants shall be paid according to years of Okeechobee service.

Employees who earn annual leave shall receive an amount equal to 100% of their base rate of pay for each accumulated annual leave day upon termination.

It is the responsibility of the employee to complete the necessary forms for payment of sick or annual leave within 30 days of termination. If termination of employment is due to death of the employee, the employee's personal representative shall initiate the necessary forms required within 45 days of the employee's death.

The parties agree to participate in a "Special Pay Plan" for terminal pay as administered by BENCOR National Government Employees Retirement Plan. The terms and conditions shall be governed by the agreement between the Okeechobee County School Board and BENCOR dated June 3, 2003. Any changes shall be subject to negotiations between the Association and the Board.

Upon election to participate in DROP, previously accumulated sick leave shall be paid to the employee using the following payment schedule. The partial payment amount will be based on the employee's daily rate of pay for the school year immediately preceding the payment.

- 0 to 12 months: One (1) lump sum payment in the month following the last day worked.
- 13 to 24 months: 50% at the end of the first 12 months and final payment in the month following the last day worked.
- 25 through 36 months: 33-1/3% at the end of each 12-month period and final payment in the month following the last day worked.
- 37 through 48 months: 25% at the end of each 12-month period and final payment in the month following the last day worked.
- 49 through 60 months: 20% at the end of each 12-month period and final payment in the month following the last day worked.

The DROP employee will have the option to use sick days accrued prior to his/her entrance into DROP during years in DROP provided the employee has used all sick days appropriated in any given DROP year. Any sick days already paid out to the employee based on the above schedule will no longer exist and therefore not be available to the employee.

Employees who have participated in DROP, upon separation of employment from the District following DROP, shall have accumulated sick leave earned during that period paid into a "Special Pay Plan" for terminal pay as follows:

- Those with one to three years of Okeechobee DROP service shall receive an amount equal to thirty-five percent (35%) of their base daily rates of pay for each accumulated day.

- Those with four to five years of Okeechobee DROP service shall receive an amount equal to forty percent (40%) of their base daily rates of pay for each accumulated day.

This payment amount will be based on the employee's daily rate of pay for the school year immediately preceding the payment.

D. Section 403(b)/457(b) Model Plans

Any proposed changes, additions, or deletions to the Section 403(b)/457(b) Model Plans shall be negotiated by the School District and the Okeechobee County Education Association #1604.

E. Insurance

1. Health Insurance

The Board agrees to provide all regular, full time instructional personnel with a basic hospitalization and health insurance program. Any anticipated changes to the hospitalization and health insurance program(s) which would result in a program less than equivalent to the existing program shall be subject to negotiations. The Board contribution in premium toward the cost of health insurance for is as follows: 100% of Plan 5302; 87.2% of Plan 3769; and 65.0% of Plan 3768. Employees working less than seven and one-half (7½) hours per day and who were employed after July 1, 1990, shall receive a pro-rated portion of this benefit according to the number of hours worked.

In addition to the premium contributions above, an Employee Wellness Center will be established for employees and their dependents who are currently enrolled in the Board's health insurance program. The Employee Wellness Center will include: free office visits, free health and wellness screenings and counseling, and a free stock medication program of commonly used prescriptions.

The above contribution rates include a \$75.00 per month premium discount for each employee who participates in a wellness initiative. To continue receiving the monthly premium discount, the following conditions must be met:

- Each newly hired employee must complete a full health risk assessment (inclusive of a biometric screening and blood draw) and at least one (1) follow-up visit to the Employee Wellness Center to discuss the results of the screening prior to December 1st of the current school year.
- Each new employee who is hired on or after November 1st through the end of the current school year shall be eligible for the premium discount but must complete the full health risk assessment and follow-up visit by December 1st of the following school year to remain eligible.
- Current employees who have never completed the full health risk assessment and follow-up appointment will remain ineligible until compliance within the next eligibility cycle during the following school year.
- Current employees who have completed the full health risk assessment and follow-up appointment will remain eligible for the premium discount through the 2018-19 school year.

Employees who fail to participate will not be eligible for the monthly premium discount.

2. Insurance Committee

An Insurance Committee comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by Okeechobee County Education Association #1604 shall be

established to review and make recommendations regarding the health insurance program. The committee shall meet at least once every three (3) months and may meet more frequently as needed.

Notwithstanding the above, any anticipated changes to the hospitalization and health insurance program which would result in a program less than equivalent to the existing program shall be subject to negotiations.

3. Insurance Coverage While on Extended Leave Without Pay

When an employee is granted leave of absence without pay, insurance coverage may be paid by the employee through the Finance Office to continue their health insurance coverage for up to one (1) year if the employee so desires. All such payments must be made to the Finance Office in advance by the 25th day of the prior month for the next month's coverage. If payment is not received, the employee will be cancelled from the group insurance coverage.

F. Insurance Conversion Privilege

The Board agrees to provide conversion privileges for health insurance and life insurance upon resignation or retirement of instructional personnel covered by this contract.

The premiums must be totally paid by the individual at rates determined by the insurance company.

G. Cafeteria Insurance Plan

The Board agrees to provide all regular, full time instructional personnel who work a minimum of seven and one half (7½) hours per day with a Cafeteria Insurance Plan with the present level of coverage and benefits at a cost to the Board of \$300 per employee with any remaining costs to be borne by the employee. Instructional personnel working less than seven and one-half (7½) hours and who were employed after July 1, 1990, shall receive a pro-rated portion of this benefit according to the number of hours worked. Any anticipated changes to the Cafeteria Insurance Plan shall be subject to negotiations.

Notwithstanding the above, the employee shall not be required to fund any type of administrative costs related to any benefits selected from offerings under this plan.

H. Workers' Compensation

An employee injured on the job is covered by Workers' Compensation Insurance. Should an on-the-job injury occur, the employee shall notify his/her principal or supervisor promptly. If an injury requires medical attention or results in lost time, it is the employee's responsibility to complete the necessary forms at the School Board office. If the leave is eight (8) weeks or less, the employee shall return to his/her original job assignment.

The Board shall continue to provide the full cost of all Board paid employee benefits for any employee who is disabled and entitled to or receiving Workers' Compensation indemnity benefits and a pro rata share of the full cost of all Board paid employee benefits for any part time employee who is disabled and entitled to or receiving Workers' Compensation indemnity benefits until such time as the employee receives Florida Retirement disability benefits. All Board payments shall cease when indemnity benefits cease. However, nothing in this provision shall be deemed to create a continued employment relationship for the purposes of Florida Retirement System Disability Retirement.

I. Credit Union Deposits

All deposits for Board authorized credit unions shall be deducted and collected by the Board from the salaries of those employees giving written authorization to the Board for the deduction of said

deposits, provided that such authorization shall be revocable at the employee's will upon thirty (30) days written notice to the Board and the Board authorized credit union.

Employees shall give the Board and the Board authorized credit union thirty (30) days prior written notice authorizing any change in the amount of money to be so deducted from the salaries of such employees.

J. Athletic Passes

Instructional personnel shall be admitted without charge to any school-sponsored athletic event upon providing their Board-issued employee identification. The above provisions shall not apply to pre and post season events such as tournament games and state playoffs.

K. Children's Attendance in Different School Zone

The Open Enrollment Policy is on a first come/first serve basis. Instructional personnel will be given a deadline date for submitting a request for their children's attendance in the school where they work or the school closest to the school where they work prior to the deadline for the general public. In the event of an involuntary transfer, the original date of the teacher's zone request will be considered. Approval will not be granted in any situation where it would increase the cost to the school district due to overcrowding.

If overcrowding in a grade level occurs, the reassignment of students will be made according to the date of the most recent application.

Transportation to an employee's school site will be provided for elementary age children of middle school personnel when:

- Their children's school day ends before their regular workday; and
- There is an existing shuttle for a student to another school due to that student's academic placement or a bus travels directly by the school resulting in no impact on direction or time of the route.

Parents will be responsible for their children and shall release and forever hold harmless Okeechobee County Schools, its officials, employees, and agents from any and all potential claims.

If it is determined by the Principal that having such students on campus is causing a safety concern or interfering with an employee's ability to carry out his or her duties, that employee may lose this privilege.

L. Field Trip Admission

The Board agrees to pay admission costs for instructional personnel who are required to accompany a group of students either as sponsors or supervisors on a required school field trip. An employee who is chaperoning an approved trip will be permitted to have trip expenses paid out of monies raised by the student group if this stipulation was made in the original request/application for the fund raiser.

M. Credit Information

The Superintendent or his/her designee, in response to a written request or phone call by an appropriate recognized lending institution or credit bureau for credit purposes, shall not respond to any such request by issuing any opinion as to the character of the individual or reveal anything of a confidential nature.

N. Fingerprinting Costs

Any costs for employees of the Board related to the collection, processing, retention and/or re-screening of fingerprint records required by the Florida Department of Law Enforcement or other governmental agency shall be paid for by the Board.

ARTICLE VII. EMPLOYEE RIGHTS

A. Instructional Personnel Rights

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any applicant or employee on the basis of membership in the Okeechobee County Education Association #1604.

There shall be no reprisal against any employee for processing a grievance or participating in the grievance procedure.

Any person sustaining injury as a result of any violation by the Okeechobee County School Board of this provision shall be entitled to apply to a court of competent jurisdiction for appropriate relief, injunctive or otherwise as set forth in Florida Statutes 447.17.

B. Recording Equipment

Employees shall be notified in advance when video cameras or other recording equipment is installed in a work place. A sign indicating the facility has video cameras or recording equipment shall be placed at the main entrance to the facility. No disciplinary action shall be taken nor adverse evaluation made against an employee based solely upon photographs and/or any recordings by cell phones, tapes, or other recording devices. Furthermore, the existence of any such material which comes to the attention of an administrator shall be disclosed to the employee prior to proceeding with a District investigation.

C. Personal Rights

The Board shall be concerned with the non-school activities of instructional personnel only when they interfere with the discharge of the teacher's professional duties, or hamper the ability to exercise effectively the leadership which is necessary in the professional relationship with children. Unless the Board can clearly demonstrate that a teacher's non-school activities are interfering with the discharge of professional or leadership duties, such activities shall not be reflected in any evaluation or other written material regarding the employee.

Every teacher shall be guaranteed all provisions of law under due process and grievance procedures.

D. Personnel Files – Certificated Employees

Both parties agree to follow Florida Statute 1012.31 as it applies to personnel files.

A Memo on Conference is designed as an aid to the evaluation process of the employee and is not disciplinary in nature. A Memo on Conference provides notice to and documents a discussion between the evaluating administrator and teacher regarding performance deficiencies. A copy will be furnished to the employee within ten (10) working days following the discussion. The employee has the right to respond in writing within ten (10) working days from the date of receipt of the Memo on Conference. The employee's response will be attached to the Memo on Conference.

A copy of the Memo on Conference and the response, if any, will be placed in the employee's personnel file.

A complaint against an employee lodged by a parent, student or other individual will only be included in the employee's personnel file if the complaint is placed in writing and signed by the individual initiating the complaint. No complaint or reprimand shall be placed in an employee's personnel file

unless an investigation ensues and the complaint is substantiated. Employees shall be notified of all complaints prior to the district initiating an investigation and shall be given copies of any materials and/or documents used during the investigation. The employee shall be given the opportunity to file an explanation with the complaint prior to any decision regarding disciplinary action. Disciplinary action resulting from such complaint shall be limited to those matters, which have been reported to the employee in writing. In no case shall complaints or reprimands be placed in the employee's personnel file that are anonymous or are based on anonymous information.

Nothing in this section shall be construed as preventing or restricting the District from initiating an investigation following receipt of an anonymous complaint against an employee.

E. Association Representation in Disciplinary Cases

It shall be the District's practice to follow a course of progressive discipline. Progressive discipline shall be as follows: documented verbal warning; written reprimand following a meeting; suspension; termination. Serious offenses may result in an immediate, strong consequence up to and including termination.

Prior to any discipline, administration shall investigate and substantiate allegations against the employee. The employee shall be given the opportunity to explain and refute the allegations prior to any decision regarding discipline.

An employee shall be entitled to request to have a representative from the Association present during an interview with a school district administrator when the employee has a reasonable belief based upon factual circumstances that disciplinary action against the employee will result from such interview.

No administrator shall reprimand or criticize any employee in the presence of the employee's colleagues or students, or in the presence of the parents of such students. When reprimand or criticism is deemed necessary, it shall be made with discretion out of general public view.

F. Urgent Communication

When a caller properly identifies a message as an emergency, it will be delivered immediately. All other messages will be placed in the employee's mailbox or delivered as soon as possible.

G. Grievance Procedure

The term "grievance" is defined as a written allegation by a grievant that a dispute or violation exists between the Board, an employee, group of employees or the Association, involving the interpretation, application, misapplication or non-application of this Agreement. The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise affecting the health, welfare or working conditions of members of the bargaining unit. Grievances shall systematically follow the grievance procedure as outlined herein. All members of the bargaining unit may have the right to Association representation at any point in the grievance procedure. If the grievance involves more than one school building or worksite, the grievance may initially be filed with the Superintendent or the Superintendent's designated representative at Step Two. No reprisals or retaliation shall be invoked or threatened against any employee for processing a grievance or participating in any way in the grievance procedure. The Board will cooperate with the Association in its investigation of any grievance and will furnish such information as is requested for the processing of a grievance.

A "grievant" is defined as an individual employee, group of employees or the Association filing a grievance. The term "supervisor" is defined as the principal of the school where the individual is assigned or the immediate supervisor when the employee is not assigned to a principal. The term "days" shall mean work days.

Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum, and every effort should be made to expedite the process before the deadlines are reached. However, time limits may be extended by mutual written agreement between the parties.

Informal Discussion: Any employee who believes there is a basis for a grievance shall first informally discuss the matter with the immediate supervisor. Any such alleged grievance must be brought to the attention of the immediate supervisor within twelve (12) days of: (a) the actual occurrence of the event or events giving rise to the grievance, or (b) the time that the grievant becomes aware or with the exercise of reasonable diligence, should have been aware of the event or events giving rise to the grievance. If, however, a grievant is absent when such grievable event occurs, the twelve (12) day time period shall not commence until the grievant's return.

Step One: If the grievant and immediate supervisor are unable to satisfactorily adjust the grievance issue within five (5) days following the informal discussion, the grievant may within seven (7) days submit a grievance in writing to the immediate supervisor. The immediate supervisor shall present a written decision to the grievant within five (5) days following receipt of the grievance. If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits, the grievance may be referred to Step Two within five (5) days.

Step Two: The grievant shall submit the grievance with the immediate supervisor's written decision to the Superintendent. The written appeal of the grievance shall set forth specifically the event or events upon which the grievance was originally based and the grounds upon which the appeal is based. The Superintendent or Superintendent's designee shall meet with the grievant within five (5) days from receipt of the appeal. A written decision on the grievance appeal shall be transmitted within ten (10) days following the meeting.

Arbitration: If the grievance is not resolved at Step Two to the grievant's satisfaction, the grievant may move the grievance to arbitration. Such request for arbitration shall be made within ten (10) days after receipt of the written decision of the Superintendent. If, within five (5) days of receipt of the request for arbitration, the Superintendent and grievant are unable to mutually agree to an arbitrator, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected by the parties according to the rules of the American Arbitration Association.

If a dispute exists concerning the arbitrability of an issue referred to arbitration, the issue of arbitrability shall be the first issue before the arbitrator. The arbitrator shall have no power to add to, subtract from, modify, or alter the terms of this Agreement.

Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties.

Release time shall be granted to the aggrieved person, witnesses and the Association president for attendance at the arbitration hearing. Such release time shall be without loss of pay.

Official Grievance Form – See Appendix A

H. Formal Grievance Investigation

The Association President or designee, subject to the approval of the Superintendent, may receive release time with pay to investigate a formal grievance as provided in this contract.

I. Due Process

Probationary contract means an employment contract for a period of one (1) school year awarded to instructional personnel upon initial employment in a school district. Probationary contract employees may be dismissed without cause or may resign without breach of contract.

Any instructional and non-probationary employee dismissed during his/her contract shall have opportunity to be heard before a public hearing after at least ten (10) days written notice of the charges against him/her and of the time and place of hearing. If, at this hearing before the Board, the charges are not sustained, the employee shall immediately be reinstated, and back salary due him/her shall be paid.

The School Board shall comply with Florida Statutes in dealing with personnel.

No instructional employee who has completed the probationary period shall be suspended without pay or dismissed except for just cause.

ARTICLE VIII. EMPLOYMENT CONDITIONS

A. Orientation of Employees

Upon employment, each employee shall be advised of information directly relating to employment status. Such information shall include:

1. 7.5 duty hours
2. Prescribed work week schedules for elementary, middle, high school
3. Performance evaluation procedures
4. Terms and conditions of employment as outlined in the Association agreement and any current addenda
5. A copy of the Association contract and any current addenda will be given to each new teacher
6. An explanation of salary data and benefits
7. Job Description

During pre-planning, instructional personnel shall be provided with a copy of the "Record of Out-of-District Conference Participation" form and an explanation of the procedure to receive credit for all inservice points including all types of approved workshops conducted by the District, the Heartland Educational Consortium, FDLRS, and any other source.

B. Inservice Points

Upon request, instructional personnel shall receive an annual compilation of accumulated inservice points for the current certification period.

C. FAU Good FIT, AIT and SMaRT Programs

Good FIT – In accordance with the District's agreement with FAU, teachers who volunteer to serve as a Good FIT (First Introduction to Teaching) host teacher to a FAU Good FIT intern will receive a stipend of \$150 per student hosted per semester. A Good FIT host teacher's participation in the orientation and final celebration gathering is strictly voluntary. Model classroom teachers who are asked to work with Good FIT students will be rotated so that as many teachers as possible may benefit from this program. Finally, confidential student information will not be shared with Good FIT interns.

AIT – In accordance with the District's agreement with FAU regarding participation in AIT (Accelerated Induction into Teaching) it is agreed that participation as a peer teacher to an AIT teacher is strictly voluntary. FAU mentor teachers and/or AIT teachers are required to receive permission of a regular classroom teacher prior to observation of that teacher's classroom.

SMaRT – In accordance with the District's agreement with FAU, SMaRT (Substituting with Mentors and Realistic Teaching) students will be used as substitute teachers in lieu of regular county substitute teachers. Lesson plans, seating charts and other related materials will be prepared and provided to SMaRT students in the same fashion and manner as required for a regular county substitute teacher. Use of a SMaRT student substitute in a classroom as proposed to regular county substitute will not create any additional procedures, preparations or work for the classroom teacher. The signed contract between FAU and District regarding these programs shall not be in conflict with parameters of this agreement.

D. Teacher Support Program

1. The Board will follow state guidelines as outlined in 1012.05(k) and (3a) in developing the Teacher Support Program for mentors and first time teachers.
2. All teachers new to the Okeechobee County School System are hereby included in the bargaining unit represented by the Association and shall be entitled to all rights herein. First year teachers under the program shall be treated as any other member of the bargaining unit regarding scheduling of classes, duties and assignment.
3. Selection of mentors is an administrative responsibility. A teacher interested in becoming a mentor will notify the appropriate administrator. Teachers who have demonstrated effective classroom performance and positive leadership skills will be considered in selection of support teachers. No teacher will be required to be a support teacher. Prior to accepting a mentor position, teachers will understand the duties and expectations of the mentor role through training, documents supporting the mentor program and a schedule of suggested after school meetings with a targeted focus on professional development on various topics.

E. Teacher Working Hours

The teacher working hours shall be seven and a half (7½) hours including a duty-free lunch period on campus, except in emergencies.

Instructional personnel at a school designated in the lowest 300 in reading will work eight (8) hours each student day to provide an additional hour of required reading instruction. The only exceptions will be instructional personnel who are not eligible to teach the additional hour of instruction according to F.S. 1011.62(9)(c)(1) and/or those affected by conflicts in the master schedule.

Employees who are not eligible under statute to teach the additional hour of instruction shall have a seven and one-half (7.5) hour workday and be paid accordingly, unless specifically designated to work an extra hour to provide class coverage under the school's master schedule. The additional 30 minutes worked per day will be paid at the employee's hourly rate of pay. Days in which students are not in attendance, *i.e.* teacher pre-planning days, teacher workdays, and teacher post plan days, shall be seven and one-half (7.5) hour workdays and be paid accordingly.

On days preceding holidays, teachers, other than those on assigned bus duty, shall be permitted to leave after completion of the regular student day, except in emergencies as determined by the principal or his designee.

All employees will be provided at least five (5) minutes at the beginning of their contract day before they are required to supervise any students.

F. Planning Period

Planning time shall be defined as individual teacher planning and preparation, individual teacher evaluation and grading of students' work, and other similar tasks associated with the immediate demands of classroom teaching. Each teacher on the secondary level shall be provided one daily uninterrupted class period during the normal work day, free from supervision of students, and each teacher on the elementary level shall be provided one daily uninterrupted period of not less than fifty (50) minutes during the normal work day, free from the supervision of students, for planning. Principals shall preserve planning time reserved in this section for the stated planning period. Meetings shall not be scheduled during a teacher's planning period in excess of the following:

August – 2	December – 1	April – 3
September – 3	January – 3	May – 2
October – 3	February – 3	
November – 2	March – 3	

Meetings for the purpose of this provision shall include, but not be limited to, grade level meetings, department meetings, IEP meetings, team meetings, parent conferences, group planning times, professional development meetings, training meetings, curriculum meetings, evaluation conferences, etc. This restriction shall not apply to brief consultations regarding student discipline, student services, administrative inquiries or any meeting initiated or requested by the teacher.

This provision shall supersede any other provisions concerning work hours and planning period.

G. Teacher Planning Days

Prior to the beginning of the student school year, the day designated as open house and one (1) additional day will be used solely for teacher planning and preparation.

No less than one-half of each planning day provided during the regular school year shall be used exclusively for teacher planning and preparation. This planning and preparation time shall be provided in one continuous block at either the beginning or the end of the day.

Professional development shall not be scheduled on post-planning days.

One (1) early release day the day before Winter Break and one (1) early release day on the last student day of the year to be used solely for teacher preparation and planning.

One early release day will be provided each nine-week period at close proximity to progress report distribution for the purpose of parent/teacher conferences, IEP meetings, professional development, grade level curriculum planning meetings, and team leader meetings.

H. Teaching Supplies

No teacher shall be required to furnish school supplies at his/her own expense.

I. Faculty Meetings/Other Professional Meetings

Teachers may be required to remain after the end of the regular work day on campus not more than five (5) times each school year to attend faculty meetings and meetings scheduled by the principal or the principal's designee. No faculty meeting shall occur on the last work day prior to Fall Break/Thanksgiving, Winter Break/Christmas and Spring Break. If, however, an emergency is determined by the Superintendent of Schools, or in his/her absence, his/her designee, the number of faculty meetings may be increased. All such meetings shall not exceed over forty-five (45) minutes beyond the normal work day on campus.

J. New Teacher Orientation

The Association may have an information desk at the site of the New Teacher Orientation Program.

K. Night Meetings and Activities

Teacher attendance at all assignments or meetings, other than during the regular campus work day and/or faculty meetings shall be a professional responsibility but at the option of the individual teacher.

Teachers may be required to attend two (2) functions requiring teachers to return to school after the normal work day limited to no more than two (2) hours per function.

One of the two functions shall be held on the next to the last workday of preplanning.

L. Bus Duty and Supervisory Assignments

Teachers may be required to attend up to thirty (30) bus duty or other supervisory assignments during the school year. A morning or afternoon bus duty or other supervisory assignment shall be considered one assignment. These assignments shall not exceed twenty (20) minutes beyond the normal work day.

M. Duty Free Lunch

A daily lunch period of not less than twenty-five (25) minutes free from assignments shall be provided for all regular full-time teachers or their substitutes.

This lunch period shall be during the time the cafeteria is serving lunch to the students. A waiver of this provision may be granted to an individual who requests such a waiver from the principal. The district's alternative school shall be exempt from this provision. Any alternative school staff required to eat lunch with students shall be permitted to leave school thirty (30) minutes prior to the end of the regular teacher work day except for those days allowed under Section VIII.I.

Teachers who must escort students to the cafeteria will be granted an additional five (5) minutes added to their lunch period.

N. Safe Conditions

Each teacher shall be furnished a safe place of employment as defined in the laws of Florida and the United States, specifically Florida Statutes 1013.12 and the Florida Workers' Compensation Act, Florida Statutes 440.56, which states:

"Every employer as defined in F.S. 440.02 shall furnish employment which shall be safe for the employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such an employment and place of employment safe, and to do every other thing reasonably necessary to protect the life, health, and safety of such employees. As used in this section, the terms "safe" and "safety" as applied to any employment or place of employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene."

Teachers are responsible for the security and safety of students but should it become necessary for a school to be placed under the control and management of an outside agency, teachers shall not be required to serve as security personnel.

Teachers shall not be required to search for bombs during a bomb threat. However, teachers shall visually check their areas of normal responsibility and report any suspicious items to the principal or site administration.

O. Tobacco-Free Environment

No student, employee, parent, volunteer, contractor, spectator, or school visitor is permitted to use tobacco products of any kind, including chewing tobacco, synthetic tobacco products, and electronic cigarettes/cigars, in any District-owned/controlled facility or vehicle, or at any District or school sponsored event in the presence of students.

The District will work with the Tobacco-Free Partnership to provide tobacco cessation literature, classes, aids, and supplies.

P. Instructional Personnel/Board Responsibilities

Both parties agree to follow Florida Statutes pertaining to discipline and control of students in the classroom including recommendations of student discipline by the teacher to the principal and permanent removal of a disruptive student from the classroom.

Q. Clean Facilities

Separate, clean restroom facilities shall be provided for all instructional personnel in every school.

R. Use of Telephone

A telephone shall be made available for instructional personnel in every school. An effort will be made at each school site to provide a place which is private. All future schools will be planned with at least one private phone area available to the faculty.

S. Use of Personal Automobiles

Instructional personnel will not be required to transport students in their personal automobiles.

With prior approval of the principal, supervisor, or designee, instructional personnel will be paid travel reimbursement according to the current Board approved rate for the use of their personal automobiles to conduct school business.

T. Substitute Teachers

When a classroom teacher is absent from class, reasonable efforts shall be made to provide a substitute other than a regular classroom teacher to cover the absent teacher's class.

The classes of an absent teacher shall not be divided up and placed into other teachers' regular classes except in an emergency. An emergency shall exist when less than one hour's advance notice is given prior to the start of the teacher work day.

U. Issuance of Report Cards

Teachers will be required to have grades entered on the computer the next working day following the teacher workday at the close of the nine-week grading period. At the close of the fourth nine-week period, teachers will be required to have grades entered on the computer no later than the end of the last teacher workday of that school year.

V. Teacher Classload

Every effort shall be made to provide for an equitable distribution of all students, including students with special problems assigned to regular classes, either by subject or grade level. The school principal shall have the authority and the responsibility to determine the foregoing provision. Any teacher receiving inequitable treatment under the provisions of this paragraph shall have the right to file a grievance in accordance with the provisions of this agreement.

W. Inclusion

When a student with a severe disability is placed in a regular education classroom, an informative meeting will be held with all affected parties (teacher/employee) including the student's current teacher, in order to share the following information:

1. An explanation of the student's disability, including any special medical or emotional needs.
2. The student's current IEP.

3. Any strategies that the sending teachers found enabled the student to function better in their classroom.

Recognizing that special needs students who are placed into the regular school program are more likely to be successful when the teacher receiving the student has volunteered for the assignment, the district shall first seek teacher volunteers for inclusion on an equitable basis.

X. Employee Sick Leave Bank

The purpose of establishing a sick leave bank is to provide all employees of the Board an emergency pool of sick leave days for catastrophic illness or injury above and beyond those days available from the member's accumulated sick leave and vacation leave provided the employee.

CONDITIONS AND PROCEDURES

1. Anyone classified as a full time employee of the Okeechobee School Board who has been employed for a minimum of one (1) full year of creditable service immediately prior to application for membership and who has a minimum of four (4) days accrued sick leave shall be eligible for membership in the bank.
2. The window entry period for initially contributing to the bank shall be between September 1 and September 30 of each year.
3. Each new member shall voluntarily contribute one (1) day of newly earned sick leave during the window entry period.
4. The sick leave bank will not come into existence until at least one hundred fifty (150) days are deposited.
5. The following conditions shall control the operations of the sick leave bank and the right of employees to utilize the bank:
 - a. Each participant upon deletion of his/her sick leave and vacation leave available shall be eligible to apply for extended days drawn from the bank at the rate not to exceed forty (40) days during the course of the employee's employment with the School Board. (Exceptions: Those participants who are in the DROP Program will be eligible to apply for extended days drawn from the bank at the rate not to exceed forty (40) days, reduced by 20% each year they are in the program.) The employee may reapply to the Sick Leave Bank for an additional forty (40) days after waiting a ten-year period from the date of his last used day approved by the Sick Leave
 - b. The illness or injury must have caused absence from work without pay at least ten (10) consecutive work days. Fragmentary sick leave days in excess of sick leave will not be honored by the bank.
 - c. Sick leave or vacation leave earned during the ten (10) days absence without pay or during use of days drawn from the sick leave bank, will be credited to the employee's leave record to be used after the approved days from the bank have been depleted.
 - d. An application must be made to the sick leave bank committee, submitting a medical certificate and justification for protracted leave. The committee may request an opinion from a second doctor. Cost of the second opinion shall be the responsibility of the applicant.
 - e. The bank shall be applicable to the illness or injury of the employee and not to the illness, injury or death of any other person.
 - f. Exclusions from the Sick Leave Bank shall be elective surgery, maternity, and any self-inflicted illness or injury, and any job related illness or injury.
 - g. In the event of death of the participant, any remaining days applied for and approved from the sick leave bank will terminate as of that date.

- h. Misuse of the pool shall be investigated and penalty assessed in addition to repaying days drawn from the bank.
6. Any employee withdrawing sick leave from the bank shall not be required to replace those days except as a regular contributing member to the bank.
7. All participating members shall contribute one (1) day if by September 30th of each year the bank balance reaches below one hundred fifty (150) days. No further contributions shall be required of participating members unless the Bank is depleted below seventy-five (75) days. In such case, all participating members shall be required to contribute an additional day to the pool each time the bank is depleted below seventy-five (75) days. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Bank.
8. Any participating employee who chooses to no longer participate in the sick leave pool shall not be eligible to withdraw any sick leave already contributed to the bank.
9. In the event the sick leave pool is terminated, all unclaimed sick leave days shall be returned to participating members where possible. Return of days will be accomplished equally to those members who have not utilized the pool claims.

COMMITTEE FOR EMPLOYEES SICK LEAVE BANK

MEMBERSHIP - The committee shall have a total of six (6) members. The committee shall be composed of two (2) teachers, two (2) classified personnel appointed by the Association President, and two (2) members appointed by the School Superintendent.

Members of the committee shall be appointed during the month of September.

RESPONSIBILITIES – The Committee shall screen and approve or disapprove users of the sick leave bank. The Committee will review all withdrawal applications. Any denials will be explained. A minimum of four (4) signatures will be required for all approvals.

The Committee may request the opinion of a second doctor in making a determination to grant use of the sick leave bank. The cost of said second opinion shall be the responsibility of the applicant.

A completed application, together with a medical certificate and justification for withdrawal from the bank must be submitted to the committee by the participating sick leave bank member or guardian. The applicant shall indicate the total number of days anticipated, in excess of sick leave to be absent from work.

Y. Compassionate Leave

A regular full-time employee may donate sick leave to another regular, full-time employee. Such transfers shall be subject to the requirements and procedures below:

1. An employee receiving donated sick leave days must first use all other available forms of paid leave before using transferred sick leave days, and must provide verification from a licensed medical practitioner of the need to use additional days.
2. An employee donating sick leave must submit the appropriate form to the Payroll Department, and must retain at least five (5) days for his or her own use.
3. The minimum number of hours of sick leave that may be transferred shall be equal to one workday of the receiving employee.
4. Any donated but unused sick leave will be returned to the donating employee at the end of the fiscal year, at the end of the qualifying event, or at the end of employment of either employee, whichever occurs first.

5. Donated sick leave shall have no value for the purposes of terminal leave payouts pursuant to Article VI.C. and sick leave buyback pursuant to Article XI.Q.
6. Transferred sick leave may be used for birth of a child, personal injury or illness of the employee or the employee's spouse, child, parent, or sibling. Transferred sick leave may not be used for any of the following purposes:
 - a. Elective surgery or complications arising thereof;
 - b. Work-related injury;
 - c. Personal or vacation time;
 - d. Terminal pay pursuant to Article VI.C.
 - e. Sick leave "buyback" pursuant to Article XI.Q.
7. Sick leave days may only be transferred once they have been earned and credited to the donor.

The Payroll Department shall develop procedures implementing these guidelines and make them available to employees.

Z. School Calendar Committee

The Association may appoint a representative from each school on the School Calendar Committee. The calendar committee members may be from other employee organizations. The Superintendent of Schools may appoint a number of members to the committee equal to the number appointed by the employee organizations.

All proposals for the calendar shall be developed at committee meetings, and personnel from each school site shall vote on proposals and share the number of votes cast with the district committee. A procedure for voting will be agreed upon by the calendar committee. The proposal with the greatest number of votes from all schools will be the one presented to the Superintendent.

The school calendar shall be a part of the Agreement after adoption by the Board; however, the Board reserves the right to make changes in the calendar in the event of an emergency.

Adjustments made in the school calendar caused by an emergency and affecting only instructional employees shall be negotiated.

The Board and Association agree to discuss all aspects of the official school calendar for years covered by the contractual agreement.

AA. Emergency School Closing

When an emergency school closing results in a day or days off for employees, the Board shall discuss proposed amendments to the calendar with the Association President and/or his/her designees.

BB. Attendance at Professional Meetings

A sum of \$8,000 will be set aside for teacher inservice travel to School Board approved conferences, workshops, seminars or other professional meetings. Teacher requests to attend inservice meetings shall be submitted to the building principal for his approval and then forwarded to the appropriate district administrator for final approval. The number of teachers permitted to attend such conferences annually shall depend upon the needs of the School District and upon the availability of funds set aside as identified above.

Should the funds not be sufficient to cover all requests, the selection shall be made based upon the needs of the Board and the Okeechobee service seniority of the individual teachers. Should a teacher be denied such request, he/she shall be given the reasons for denial of said request.

Except in extraordinary circumstances as determined by the appropriate district administrator, a teacher shall not be eligible to attend meetings in consecutive years if the number of requests exceeds the amount of funds available.

Should the funds not be sufficient to cover all requests, and the teacher states in writing he/she is willing to meet all expenses involved in attending the requested conference, the request will be considered for approval as professional leave in lieu of using sick or personal leave. This request would be presented to the principal or immediate supervisor for consideration. If the request is not approved, a reason will be listed on the application for leave.

CC. Reduction in Personnel

In the event the Board determines that instructional personnel must be reduced due to decrease of work, lack of operating funds, or other economic and/or efficiency reasons, the Board will give written notice to the instructional personnel affected. The District will provide written notification to the Association no later than (15) calendar days before the action is to become effective. The notification shall include the following information:

- The reason(s) for the reduction in force
 - The projected number of positions affected
1. If reduction in force becomes necessary, written notification of the reduction shall be given to the affected employee no later than fifteen (15) calendar days before the action is to become effective.
 2. Upon receipt of notification of reduction in force, employee(s) may update their address, personal email address, and telephone number with Human Resources prior to the last date of employment to ensure that the Human Resources Department has accurate records for further communication. Should changes in contact information occur after the last date of employment, the information may be sent directly to the Human Resources Department.
 3. The order of reduction shall normally be determined by qualifications and certification with the following considerations:
 - First, normal attrition within the affected program area(s)
 - Second, certification(s) and endorsements through the Florida Department of Education and/or as a Dual Enrollment instructor through Indian River State College
 - Third, current final evaluation. Current final evaluation, for the purpose of Reduction in Personnel, is defined as the most recent complete evaluation inclusive of both performance indicators assessed by the supervising administrator and student performance data used for the purpose of the teacher evaluation. The District will follow procedures outlined in Florida Statute 1012.33(5) to prioritize retention.
 - Fourth, if evaluations are equal or in the absence of an evaluation, absenteeism, racial balance, and other work-related factors would be considered.
 4. If instructional personnel are to be recalled, the Board shall determine the number of positions recalled.
 5. Instructional personnel who received an Effective or higher current final evaluation who are laid off shall be offered recall in reverse order of layoff to vacant positions which they are certified to fill, except where otherwise necessary to assure a racially balanced staff in each school.
 6. Instructional personnel will be recalled as outlined above for twenty-two (22) months from date of Reduction in Force as follows:

Notice of recall shall be addressed to the instructional employee's last address appearing on the personnel records of the District Office, by certified mail, return receipt requested and by email notice. A copy of the notice of recall shall be sent to the Association simultaneously. Within seven (7) workdays from postmark date of such notice of recall, the instructional employee shall notify Superintendent or designee, in writing, whether or not he/she desires to return to the position for which recalled. Failure to reply within seven (7) workdays, or if there is no desire to return to such position, the instructional employee shall forfeit rights to recall. Otherwise the instructional employee shall report for such duty within ten (10) working days from the postmark date of the recall notice. In the event the instructional employee shall fail to report for duty within the time specified above, all rights to recall shall be forfeited.

Employees on authorized leave or layoff shall maintain their original date of hire. An employee who has been laid off shall retain previously earned seniority toward salary advancement.

Laid-off teachers may pay, on a monthly basis, the premiums for health and ancillary insurance benefits for a period up to one year. This benefit may be extended as defined by COBRA (Consolidated Omnibus Budget Reconciliation Act) legislation.

DD. Transfers and Reassignments

Transfer shall mean the movement of the employee to a different school or worksite.

Reassignment shall mean the change of assignment for an employee within a school or worksite.

Voluntary transfer or voluntary reassignment shall mean an employee-initiated transfer or reassignment.

Involuntary transfer or involuntary reassignment shall mean an employer-initiated transfer or reassignment of an employee.

Voluntary transfer requests will be considered based upon the following guidelines:

1. Instructional personnel who wish to be considered for transfer shall complete their Skyward application for each open position.
2. Instructional personnel properly certificated and qualified for an opening shall be considered for transfer as requested.
3. If a vacancy occurs during the student year, the vacancy may be filled via transfer request procedures for the following year or when a qualified applicant is available to cover the position. All vacancies throughout the calendar year shall be listed on the district website and e-mailed to all instructional staff.
4. A list of known and/or anticipated vacancies shall be posted in each school when the vacancy occurs by school with grade or subject area. When a vacancy is posted during the school year, it shall remain posted for a minimum of five (5) working days. At any time during the summer, the vacancy will be posted for a minimum of three (3) working days.
5. When more than one applicant is properly certificated and meets the transfer criteria, seniority in Okeechobee County will be a primary consideration.
6. All voluntary transfers shall be subject to the approval of the receiving principals.
7. All job postings shall be e-mailed to the Association office at the time of posting.
8. Voluntary transfer requests shall be given priority consideration over new employees.

9. Instructional personnel applying for vacancies at any given school site who meet requirements as listed in Guideline 2 shall be granted one face-to-face interview by the principal and/or supervisor per school year. This interview shall apply for all positions that may open at that site for any given year as specified in DD.1. of this Article. This guideline covers only those instructional personnel who have been reappointed for the following school year.
10. Involuntary transfers and involuntary reassignments in teaching assignments deemed necessary by the administration or the Board shall be made only after the principal has met with the instructional employee to state the reasons for such transfers or changes in assignments including, but not limited to, the following :
 - a. Loss of units
 - b. Providing for a racially balanced school staff
 - c. Dividing a school faculty to form a new school
 - d. Phasing out a program or grade level
 - e. Changing a program
 - f. Closing a school
 - g. Providing for a comparability of schools for Federal program
 - h. Placing a teacher who has been teaching out of field of certification into his/her field of certification
 - i. Comply with a court order
 - j. Redistricting of schools
 - k. Comply with state and federal legislation
11. Principals are prohibited from recruiting employees or coercing employees to transfer.
12. Instructional personnel may submit requests in writing to their principals for consideration of placement in a different grade level, academic level or department, i.e. voluntary reassignment. When more than one (1) request from teachers who are properly certificated and who meet the reassignment criteria are submitted, seniority in Okeechobee County will be a primary consideration.
13. An employee receiving an involuntary reassignment from one school year to the next shall be notified no later than ten (10) days before the last student day of the year when practicable. When such notice is not given, an employee shall be provided with custodial support in moving classrooms and shall be paid at the inservice rate for up to 14 hours to move his/her classroom.
14. If an employee is involuntarily transferred or involuntarily reassigned to an out-of-field (OOF) assignment that requires certification by a subject area exam (SAE), the District will:
 1. pay the fee charged by Florida DOE to add the subject area to the teaching certificate once the employee submits the DOE application, and
 2. reimburse the employee the fee charged for the passed Subject Area Exam (SAE) in the OOF subject once the OOF subject is added to their certificate.

However, the above provisions shall not apply in the case of courses taken as required for certificate renewal, an endorsement, ESOL, for certification in other subject areas upon the volition of the teacher.

To receive reimbursement, the employee must provide the Human Resources Department a copy of their teaching certification with the OOF subject added within six (6) months of involuntary reassignment, along with receipts evidencing the payments.

EE. Summer School

Assignment to summer school positions shall be based upon the following criteria:

1. The applicant must be certificated and have taught in the subject area (grades 7-12) or grade level (grades K-6) in the district during the regular school year and be reappointed

with plans to return for the following year and hold a valid Florida Teachers' Certificate for the following year.

2. Consideration shall be given to applicants who have received an Effective or higher rating on their most current final teacher evaluation. Priority shall be given to teachers with successful experience in the grades or programs served in summer school.

Instructional personnel employed during summer school shall be credited with one (1) additional sick leave day.

FF. Salesmen

In no event are salesmen to disturb instructional personnel in the classroom, while at a work location, or while involved in work-related activities. Any presentation by a salesman shall be at the end of meetings and attendance at any sales presentation shall be voluntary. However, an employee with the approval of the principal may schedule (with companies having prior payroll deduction approval) a meeting necessary to initiate or maintain the employee's financial payment through payroll deduction. Such meetings may be held before or after school or during the employee's lunch period.

GG. Equitable Duty

Principals shall make every reasonable effort to insure that duties are assigned in a fair and equitable manner. A written roster of duties shall be posted in a location easily accessible to all personnel, such as teachers' lounge or mailbox area within the first two (2) weeks of school. A copy of this roster shall be provided to the Association at the time of posting. Guidance Counselors shall be exempt from assigned duties.

HH. Part Time Employees

Job Sharing and Stand Alone Half-Day: Job sharing shall refer to two (2) employees voluntarily sharing one (1) full time position. Stand-alone half-day positions shall consist of one (1) 4-hour teaching position that is not part of a full time teaching allocation slot. A list of employees interested in job sharing shall be available in the Personnel Office.

Participants in these positions will work four (4) hours per day. Participants will not be entitled to any prorated portion of a duty free lunch but will receive one-half of a normal planning period.

The principal(s) at the site(s) where job sharing occurs shall assign responsibilities between the participating parties. Division of duties and responsibilities shall include: hours to be worked; class assignment responsibilities; planning time; assigned duties; and available time within the workday for parent conference schedules and other necessary meetings. This plan shall be in writing and signed by the parties who shall receive a copy.

It is understood that job sharing and stand-alone half-day participants will receive four (4) hours of pay at the hourly rate equivalent of Salary Schedule No. 1, fifty percent (50%) of current benefits, and fifty percent (50%) of the normal sick leave accrued for the duration of the job sharing agreement. In order to receive insurance benefits, the participants must provide for payment of a pro-rated share of all premiums.

Job sharing and stand-alone half-day participants will receive experience credit provided they work more than half of the regular school year.

Less than 4 Hours: An employee who is hired specifically to teach only two (2) to three (3) hours per day shall be considered a less than 4-hour employee. These employees shall be paid under Article

XI., G., Salary Schedule No. 1D, and are not entitled to planning time, sick leave accrual, health insurance or other fringe benefits.

II. Medical and Health/Hygiene Procedures

Instructional personnel may volunteer to receive training to change diapers, administer medication or perform specialized health-related medical services to students. However, no employee shall be required to receive the training or perform such services.

JJ. Length of Service

For the purpose of this agreement, length of service will be defined as an employee's length of continuous service with the Board since the hire date. An employee's continuous service in a position shall be broken by voluntary resignation, non-reappointment to a position unless rehired prior to the first contract day of the next school year, termination by discharge, abandonment of a position or retirement.

KK. Multi-Tiered System of Support (MTSS)

The core School Based Intervention Team (SBIT) shall have the responsibility for completing and organizing all MTSS paperwork for students within the school. The exceptions shall be the parent contact form, the request for initial referral to the SBIT, the brief functional behavior assessment form and progress monitoring documentation. The MTSS SBIT will provide a statement of the student problem, baseline data, and identifying several research/evidence based intervention strategies from which the classroom teacher may select for implementation. Additionally, the MTSS SBIT will create a detailed student intervention plan to include: a goal statement for targeted outcome, detailed summary of intervention and necessary resources, provision of the intervention resources to the classroom teacher, initiation date and length of time of intervention implementation, process for monitoring student progress and the name and position of person initiating the intervention.

Participation by classroom teachers as part of the core SBIT shall be strictly voluntary. If SBIT meetings or parent conferences are held during the student day, appropriate coverage shall be provided to release the classroom teacher to attend said meeting. The classroom teacher shall not be responsible for copying of pamphlets or other generic information for distribution to parents. New teachers shall be provided MTSS training covering information on Tier 1, Tier 2 and Tier 3 implementation. Current teachers shall be given the opportunity to attend refresher training, including graphing, which must include specific written directions on how to create the graphs. If possible, all training shall occur during the regular work day. Any after-hours training shall be paid at the current inservice rate. No teacher shall be required to implement MTSS procedures until training has been provided.

Any teacher who has students participating in any tier of the MTSS and would like the SBIT to complete the graphing, shall provide accurate data on the specified form. The data will be converted to a graph by the SBIT. Teachers shall be held harmless for using the SBIT for data graphing purposes.

At the beginning of the school year, guidance counselors and administrators shall make every reasonable attempt to equalize distribution of Tier 2 and Tier 3 MTSS students.

LL. Guidance Counselor Task Force

Both parties agree to establish a Guidance Counselor Task Force commencing immediately upon ratification. This committee will be comprised of three (3) representatives selected by the

Superintendent and three (3) representatives selected by the Okeechobee County Education Association in an effort to resolve issues/concerns related to workload.

The following charges, including, but not limited to: job responsibilities, testing, extra duties, truancy, ELL, ESOL files, online learning etc. The committee will make recommendations to both bargaining teams no later than October 28. Both bargaining teams will reconvene to review the findings and negotiate possible changes.

ARTICLE IX. LEAVES OF ABSENCE

A. Personal Leave With Pay

Instructional personnel may be absent six (6) days each school year for personal reasons, including religious holidays, without being required to state the reason. Before or after holidays a reason shall be required and provided further, that personal leave before or after holiday must be approved by the principal. Such absences for personal reasons shall be charged only to accrued sick leave, leave for personal reasons shall be non-cumulative and shall not create an undue hardship for a particular school. All personal leave must be requested at least forty-eight (48) hours in advance, except in an emergency, which must be described to the immediate supervisor.

B. Emergency Leave

Should an instructional employee be unable to return to work as scheduled due to incidents of natural disaster such as hurricanes, said employee may request up to two (2) days of emergency leave to be deducted from accrued personal leave.

C. Leave for Medical and Dental Appointments

Instructional personnel shall be eligible to utilize sick leave for the purpose of medical and dental appointments. Such leave shall be deducted from accrued sick leave in half or full day units.

Instructional personnel shall be permitted to leave school after student dismissal for the purpose of a medical or dental appointment a total of four times during the school year. Instructional personnel leaving school early under this provision shall not be required to utilize any portion of their sick leave or be required to make up the time lost.

D. Early Leave from School for Courses

Instructional personnel shall be permitted to leave school after student dismissal for the purpose of taking courses for college credit. Such courses must be for one of the following reasons:

1. Extension of teaching certificates,
2. Part of a planned program for an advanced degree,
3. Courses required for certification in another field.

Instructional personnel shall not be permitted to leave school for this purpose more than two (2) days per week. Instructional personnel who are permitted to leave early under this provision shall not be required to make up the time lost.

When it becomes necessary because of distance to be traveled, an instructional employee may be permitted to leave prior to student dismissal if the employee, with the consent of the principal, can arrange for suitable coverage of his or her class.

E. Injury in the Line of Duty

Injury in the Line of Duty - Instructional personnel shall be entitled to injury in the line of duty leave at regular pay (reduced by the amount of Workers' Compensation received as disability paid by reason of such injury) when absent from duties because of a personal injury received in the discharge of duty.

Workers' Compensation - Instructional personnel shall be entitled to benefits no less than the benefits to which an employee is entitled under the Florida Workers' Compensation Law.

The term injury means personal injury or death by accident arising out of and in the course of employment, and such diseases or infections as naturally or unavoidably result from such injury. Damage to dentures, eyeglasses, prosthetic devices, and artificial limbs is to be included in this definition only when the damage is shown to be a part of or in conjunction with an accident. This damage must specifically occur as the result of an accident in the normal course of employment.

Duration of Leave and Compensation - Leave of any such instructional employee shall be authorized for a total not to exceed ten (10) work days for a single accident provided, however, the Board may under such circumstances as would warrant, grant additional injury in the line of duty leave for such term and under such conditions as the Board shall deem proper. Extension of this leave shall not be unreasonably withheld. Injury in the line of duty leave shall not be charged to accumulated sick leave.

Claims – Any such instructional employee who has claim for compensation under this section shall file the claim in the manner prescribed in Section 440.185, Florida Statutes by the end of the month during which such absence has occurred. The Board shall approve such claims when it is satisfied that the claim correctly states the facts and that such claim is entitled to payment in accordance with the provisions of this section.

F. Illness in the Line of Duty

An instructional employee shall be entitled to illness in the line of duty leave at regular pay (reduced by the amount of Workers' Compensation received in the form of temporary disability paid by reasons of such injury or illness) for a period of ten (10) days when absence from duties is because of illness from any contagious or infectious disease contracted in school work. An illness in the line of duty leave may be extended beyond ten (10) days by Board approval. The following requirements shall be observed:

1. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illness commonly called "childhood diseases" such as chicken pox, mumps, measles, scabies, and lice, etc. This will not include the common cold and influenza or diseases which ordinarily would spread among the total population.
2. An instructional employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file the appropriate claim report with the school principal.
3. Claims for illness in the line of duty shall be approved and payment thereof authorized upon determination that: (1) claimant came in contact with the disease at his/her work location; (2) symptoms of the disease became evident and were diagnosed by a physician during the incubation period of the disease.
4. It shall be the responsibility of the claimant to furnish conclusive proof of his meeting the above stated guidelines.
5. In the event of a locally declared epidemic, the Board may omit the above provisions.

G. Personal Leave Without Pay

Instructional personnel may be granted personal leave without pay for a period of time up to one (1) school year, providing that prior to the leave reasons are stated in writing, addressed to the Superintendent and countersigned by the principal or immediate supervisor indicating approval or disapproval. Leave for a period of one (1) school year shall be requested before the closing date of the school year immediately preceding the year for which the request is made. Such leave shall not be unreasonably withheld.

Instructional personnel may be granted one (1) renewal for a period not to exceed one (1) year.

It is the responsibility of the employee to notify the immediate supervisor in writing forty-five (45) days prior to the expiration date of leave of intent to return to work. Failure of an employee to meet this timeline indicating intent to return to work will result in the position being advertised as an existing vacancy. In any event, an employee not returning at the end of a leave and not receiving an extension of the leave, must submit an application for employment before being considered for re-employment.

Upon return from personal leave, the employee shall be placed in the first available position for which he/she qualifies.

H. Leave for Union Business

1. The Board shall provide up to a cumulative total of thirty (30) days personal leave without pay for representatives of the Association to engage in union business, provided such leave is unrelated to any unlawful activity and provided request or requests for such leave are submitted to the appropriate principal or principals no less than five (5) school days in advance.
2. The Board may grant one (1) year of personal leave without pay, renewable annually upon request for no more than one (1) additional year for the Association President or his/her designee to engage in union business.
3. Should the Superintendent request the services of the Association President or designee in matters relating to negotiation or administration of the Agreement, the Board will grant leave with pay for the time required. Obtaining and paying for the services of substitutes will be the responsibility of the Board.
4. In the event the Association encounters a problem in implementing this contract, the President of the Association may apply to the Superintendent for leave with pay for himself/herself or designee during such time to investigate and/or aid in solving such problems. Obtaining and paying for the services of substitutes will be the responsibility of the Board.
5. If the Association President or his/her designee wishes to attend a conference or workshop that is sponsored by the Department of Education or the Florida Education Association or its national affiliates that is determined to be beneficial to the Okeechobee County School District by the Superintendent, the Association President or designee may apply to the Superintendent for leave with pay for the sole purpose of attending said conference or workshop. Obtaining and paying for the services of substitutes will be the responsibility of the Board.

I. Temporary Duty Leave

Any regular employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services, including but not limited to participation in visiting committees for accreditation, school surveys, professional meetings, study courses, workshops. Such temporary assignments shall be at the discretion of the Superintendent or his/her designee. Employees will receive their regular pay and may be allowed expenses as provided by law and regulations of the Board. Such temporary duty shall be considered equal to the regular duties of the individual, and employees performing such assigned temporary duties shall be considered on duty elsewhere.

Any employee who has applied for National Board Certification (NBC) will receive one (1) day of temporary duty to work on the requirements for NBC. This day shall not affect personal leave or sick leave. The determination of when this temporary duty day will be assigned will be at the request of

the National Board Candidate subject to the approval of the employee's principal. Should the candidate elect to drop out of the program or fail to complete the program, the cost of the day taken for temporary duty shall be reimbursed to the Board by payroll deduction or by use of one (1) day of the candidate's personal leave.

J. Bereavement Leave

Instructional personnel may be granted two (2) days of Bereavement Leave with pay in the event of the death of the employee's spouse, parent, step parent, father-in-law, mother-in-law, son-in-law, daughter-in-law, child, step child, legally adopted child, biological/adoptive parent of child, brother, sister, grandmother, grandfather, or grandchild. After the two (2) days, the employee will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay contingent upon approval of immediate supervisor when it is determined the needs of the school can be met.

Instructional personnel will be allowed to use accumulated sick leave, personal leave with pay, or personal leave without pay, as approved by the immediate supervisor, in the event of the death of the employee's foster parent, foster child, step brother, aunt, uncle, step sister, current spouse's step parent, current spouse's foster parent, current spouse's grandparent, sister-in-law, brother-in-law.

K. Leave for Elected or Appointed Public Official

Insofar as not prohibited by law, the Board agrees to provide a one (1) -year leave of absence without pay for instructional personnel who are elected or appointed public officials.

L. Family and Medical Leave

A full time employee may be granted a short term leave of absence of up to twelve (12) work weeks, without pay, during any twelve (12) month period for one or more of the following reasons:

1. Birth of employee's child.
2. Placement of a child with the employee for adoption or foster care.
3. The employee's need to care for a child, spouse, or parent who has a serious health condition.
4. The employee's inability to perform the functions of his/her position because of a serious health condition.

To be eligible for this leave, an employee must have been employed for at least twelve (12) months. The entitlement to leave for the birth or placement of a child begins on the date of birth or placement and expires at the end of a twelve (12)-month period. The maximum aggregate leave entitlement under this provision is twelve (12) work weeks in any twelve (12) month period.

A physician's statement supporting reasons (3) and (4) above must accompany the leave request. The statement must include an estimate as to the amount of time the employee will be needed to care for a child, spouse or parent for reason (3) and the duration of the employee's inability to perform the function of his/her position for reason (4).

An employee may use accumulated sick leave to cover any or all of this leave. After the expiration of this leave, the employee has the right to return to the same or an equivalent position. If the leave is nine (9) weeks or less, the employee may return to their original assignment. The Board paid portion of the employee's health insurance will continue during this leave. The employee is responsible for paying the employee portion, in advance, to the Finance Office.

It is the responsibility of the employee to notify the immediate supervisor in writing thirty (30) days prior to the expiration of the leave of intent to return to work. Failure of an employee to meet this timeline indicating intent to return to work will be deemed a resignation, unless such failure is due to extenuating circumstances beyond the control of the employee. The determination of the existence of such extenuating circumstances shall be at the sole discretion of the Superintendent.

M. Military Leave

In compliance with Chapter 115, Florida Statutes, and as amended, the Board agrees to grant military leave and pay to those employees who are military reservists or in the National Guard and who have been called to active duty in the armed forces of the United States during war between the United States and a foreign government as follows:

1. Employees called to active duty will receive their full civilian pay, in addition to their military pay, for the first 90 days of active duty.
2. After the initial 90 days of active duty, all salary and benefits from the Board shall cease except those required by law.
3. During the active duty period, the employee will accrue experience credit for placement on the salary schedule upon return.

N. Sick Leave

All instructional personnel will be advanced four (4) days of sick leave at the beginning of employment each school year. Thereafter, they will earn one day of sick leave for each month of employment. No employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. If the employee terminates employment and has not earned but used the four (4) days of advanced sick leave available, the Board shall withhold the average daily amount for the sick leave days used but not earned by the employee. There is no limit on the number of earned, unused sick leave days an employee may accumulate. Sick leave is not provided for substitutes or temporary personnel.

An employee shall notify the immediate supervisor prior to the beginning of the work day should it be necessary to take sick leave. Sick leave will be granted for a personal illness, illness of a family member, or death of a member of the employee's immediate family. Any absence in excess of four (4) continuous days or which exceeds eight (8) days in six (6) months may upon request of the employee's immediate supervisor require a doctor's certificate upon the employee returning to work and prior to the issuance of the next payroll warrant. When an employee returns to work after an extended absence of more than eight (8) working days, the doctor's certificate must contain a statement indicating the employee can perform any and all duties normally assigned to the position.

An employee may authorize the use of his/her accrued sick leave by a spouse, child, parent or sibling who is also a Board employee, subject to the following limitations:

1. The recipient may not use the donated leave until all of his/her sick leave and vacation leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool;
2. Donated sick leave under this provision has no terminal value;
3. The minimum number of hours of sick leave that may be transferred shall be equal to one workday of the receiving employee.

O. Professional Leave

One (1) year of professional leave without pay may be granted to members of the bargaining unit. This leave is for the purpose of engaging in activities which shall result in his/her professional benefit or advancement. Such leave shall include but will not be limited to attending and/or participating in professional meetings, educational workshops, seminars, conferences, classroom visitation and/or college credits.

P. Extended Professional Leave

For the encouragement of continued professional development and resulting improvement in the quality and level of experience of instructional personnel, extended professional leave without pay for the period not to exceed one (1) school year may be granted by the Board.

1. Any certified employee who has satisfactorily completed five (5) consecutive years of service in this school district may apply for extended professional leave without pay.
2. An extended professional leave without pay may be granted to permit a certified employee to engage in study or travel study.
3. A certified employee who requests an extended professional leave without pay for study will be expected to enroll as a full time student carrying a full load (full time student as determined by the institution attended) of academic work at an institution of higher learning approved by the appropriate accrediting agency.
4. The applications for extended professional leave without pay, including a plan for study or travel study, must be submitted to the Superintendent or his/her designee during the period of January 15th to February 15th preceding the school year for which the leave is requested. Applicants will be notified not later than March 31 as to the disposition of their applications. An employee receiving permission to take extended professional leave without pay 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. Three (3) employees may be granted extended professional leave during one school year.
6. An employee making application for his/her first extended professional leave without pay shall have preference over one who has previously had such leave. Upon termination of an extended professional leave, an employee shall not be entitled to another such leave until he/she has completed an additional five (5) years of service in the school district.
7. Extended professional leave without pay shall be counted as one (1) year's experience for the purpose of salary schedule computations.

It is the responsibility of the employee to notify the immediate supervisor in writing forty-five (45) days prior to the expiration date of this leave of intent to return to work. Failure of an employee to meet this timeline indicating their intent to return to work will result in the position being advertised as an existing vacancy.

Q. Jury Duty and Subpoena Leave

Instructional personnel serving on jury duty shall retain their jury-duty pay without loss of their regular school pay if an application for leave is submitted with a copy of the summons and the application is approved.

Instructional personnel required by subpoena to miss a regular work day to serve as a witness in court in connection with duties as an employee in the School District of Okeechobee County, Florida, or in a court action in which they are not party to the litigation, shall receive regular pay provided

that an application for leave is submitted with a copy of the subpoena and the application is approved. All such leave requests must clearly indicate the reason for the court summons.

An employee who reports for jury duty or subpoena service and is dismissed or released shall report to work for the remainder of the working day.

R. Leave Day Increments

Any requested leave taken shall be granted in increments of half or whole days.

ARTICLE X. ORGANIZATIONAL RIGHTS

A. Meetings and Visitation

Association building representatives or other designated Association representatives may seek permission in advance of faculty meetings from the principal to make brief announcements at the conclusion of faculty meetings. With such permission and upon adjournment of a faculty meeting, said representative(s) will be given an opportunity to meet with faculty members if faculty members choose to remain for such meeting. The Superintendent shall direct principals to grant the requested permission except in cases of emergency. An emergency shall be defined as a serious, unexpected situation that demands immediate attention.

Association members may hold meetings on campus before or after the teachers' normal work assignment, provided such meetings do not conflict with other school activities or assigned duties of teachers. When special custodial service is required, the Board may assess a reasonable charge.

Representatives of the Association may visit with teachers regarding Association business at school locations before and after school or during the lunch period, insofar as such visits shall not be for solicitation or conflict with other school activities or assigned duties of teachers. Association representatives may visit school locations at other times subject to the approval of the Superintendent.

In any event, Association representatives shall report their presence to the principal at the time of entry on school premises.

B. Informational Materials

Association informational materials may be placed in teacher pick-up boxes as long as the name of the Association or its affiliate is included on such material.

The Association may use the District's electronic mail system only during non-instructional time to conduct business which is mutually beneficial to the Association and the Board.

C. Directories and Information

Upon request, the Board shall make available to the Association existing teacher lists and any other available documents that are subject to the Public Records Law.

D. Contract Information

Following contract negotiations, the Association will develop handouts for the bargaining unit outlining the changes to the Agreement subject to ratification. The District shall permit electronic distribution of this information to the bargaining unit.

E. Release Time for School Board Meetings

Release time shall be provided for the Association President or representative to attend Board meetings held during the normal workday. Such representative shall notify his or her individual principal or supervisor of intent to attend said meeting at least two (2) working days in advance.

F. Deduction of Association Dues and Uniform Assessments

In compliance with Chapter 447.303, Florida Statutes, all Association dues and uniform assessments shall be deducted and collected by the Board from the salaries of those employees giving written authorization to the Board for the deduction of such dues and uniform assessments. The

authorization shall be revocable at the employee's will upon thirty (30) days written notice to the Board and the Association.

Employees shall give the Board and the Association thirty (30) days prior written notice authorizing any change in the amount of money to be so deducted from the salaries of such employees.

The Association shall not violate Chapter 106.15, Florida Statutes, in the use of the dues and assessments deducted, collected, and paid to it by the Board.

G. Bulletin Boards

The Association shall be permitted use of a bulletin board designated by the principal or immediate supervisor for posting matters relating to Association business in each school or cost center.

H. Public Records Requests

The Association shall not be required to pay for the first twelve (12) public records requests for the Annual Financial Report, District Budget, Employee Experience Grid, Bargaining Unit Rosters, New Employees and Separated Employees from the district.

ARTICLE XI. SALARIES

A. Salary Schedule

Okeechobee County School Board Salary Schedule No. 1 Grandfather Schedule/Performance Pay Instructional Personnel - Bachelor's Degree Certified Permanent Substitute Teacher						
STEP	YEARS EXPERIENCE	BASE SALARY		STEP	YEARS EXPERIENCE	BASE SALARY
1	0,1,2,3,4,5,6,7	45,125		18	31	58,725
1.5	8	45,525		18.5		59,125
2	9,10,11	45,925		19		59,525
2.5	12	46,325		19.5		59,925
3		46,725		20		60,325
3.5		47,125		20.5	32	60,725
4	13	47,525		21		61,125
4.5		47,925		21.5		61,525
5	14	48,325		22	33	61,925
5.5		48,725		22.5		62,325
6		49,125		23		62,725
6.5	15	49,525		23.5		63,125
7	16	49,925		24		63,525
7.5	17	50,325		24.5		63,925
8	18,19	50,725		25		64,325
8.5		51,125		25.5		64,725
9	20	51,525		26		65,125
9.5	21,22	51,925		26.5		65,525
10	23	52,325		27		65,925
10.5	24	52,725		27.5		66,325
11		53,125		28		66,725
11.5	25	53,525		28.5		67,125
12		53,925		29		67,525
12.5		54,325		29.5	34+	67,925
13	26	54,725		30		68,325
13.5	27	55,125		30.5		68,725
14		55,525		31		69,125
14.5	28	55,925		31.5		69,525
15		56,325		32		69,925
15.5		56,725		32.5		70,325
16	29	57,125				
16.5		57,525				
17		57,925				
17.5	30	58,325				

- Regular Year Personnel Work Days:** 196 - Regular Teacher/Drop Out Prevention Credit Retrieval Teacher
- Extended Year Personnel Work Days:** 198 - Beginning Teacher
- 206 - Exceptional Child Staffing Specialist #2 / Exceptional Child Behavior Specialist/
Exceptional Child Job Development Counselor / Exceptional Child Extended Year
Speech Teacher / Exceptional Child Extended Year PK Teacher/Reading Coach/
Exceptional Child Transition Counselor, ESE Counselor #2
- 216 - High School Guidance / High School Voc. Resource / Middle School Guidance
Counselor / Elementary Guidance Counselor / ESE Counselor #1 / Exceptional Child
Staffing Spec. #1 / Teacher on Special Assignment, Title I / Exceptional Child Case Mgr./
ROTC Instructor #2

236 - High School Agriculture Teacher / ROTC Instructor #1 / Head Football Coach
250 – Department of Juvenile Justice

Initial placement on the Performance Pay salary schedule for teachers shall be based upon years of successful experience as shown on the salary schedule above. After initial placement, teachers shall move on the salary schedule in accordance with Article XI.B or XI.D, unless otherwise negotiated.

Instructional personnel at the secondary level who agree to teach an additional class during their planning period shall be paid at their hourly rate of pay for the semester during which the additional class is scheduled. Instructional personnel shall be responsible for making up the missed planning time on their own time.

ROTC Instructors shall receive Minimum Instructor Pay as stipulated by the U.S. Army or be placed on the Instructional Salary Schedule commensurate with experience, whichever is greater.

B. Performance Pay

Florida Statute 1012.22 requires each district to develop a performance pay plan. The School District of Okeechobee County and the Okeechobee County Education Association recognize that salary is mandatory topic of bargaining and that no statement contained herein is an attempt to prohibit or restrict bargaining on an annual basis. The tenants of the performance pay plan are as follows:

Grandfathered Salary Schedule

1. The Grandfathered salary schedule consists of fractionalized and equally indexed steps according to the Instructional Salary Schedule, Article XI.A.
2. Because salary is negotiated on an annual basis, movement will be determined during collective bargaining.
3. The Grandfathered salary schedule contains an experience grid that prohibits new hires from passing current employees with similar experience.

Performance Salary Schedule

1. The Performance salary schedule is identical to the Grandfathered salary schedule.
2. Individuals with an effective rating will be moved in an identical manner to the individuals moving on the Grandfathered salary schedule. For example: During negotiations, it may be determined that individuals eligible for one whole step may receive \$800 on the Grandfathered salary schedule. Because the law allows individuals receiving an effective rating to make exactly the same amount as the individuals on the Grandfathered salary schedule, his/her increase would also be \$800.
3. According to F.S. 1012.22, the annual salary adjustment under the Performance salary schedule for an employee rated as highly effective must be greater than the highest annual salary adjustment available to an employee of the same classification through any other schedule adopted by the district.
4. In addition, the adjustment under the Performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification. For example: If the adjustment for the individual rated effective on the Performance salary schedule is \$800 (1 step), then the adjustment for highly effective must be \$1,200 (1.5 steps).
(\$800/\$1,200=0.667*100=66.7%)
5. The Performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year.

6. After ratification, any newly hired teacher who is placed in a third grade retained position which requires a rating of highly effective will be placed on the performance pay schedule commensurate with a highly effective rating and experience.

C. Payment for Advanced Degrees

Master's Degree – Add \$2,400.00

Specialist Degree – Add \$3,400.00

Doctorate Degree – Add \$4,400.00

Employees shall be paid for an advanced degree on a pro-rated basis with the next regularly scheduled payroll period as follows:

- Employees hired before July 1, 2011, will be paid following submission of an official transcript verifying the degree.
- Employees hired on or after July 1, 2011, will be paid following submission of:
 - Official transcript verifying degree, and
 - Teaching certificate indicating the advanced degree is held in the individual's area of certification

Pay for an advanced degree for employees hired on or after July 1, 2011, will be paid as a salary supplement.

D. Experience Credit

Instructional personnel who have completed service credit equal to one day over half their work year in Okeechobee County and who have received an effective or higher rating on their final evaluation shall be eligible to be granted one (1) whole step on the salary schedule.

E. Provision for Teaching Experience and Vocational Teachers

An instructional employee may bring in all teaching experience including both public and private school experience, provided the private school is accredited by the respective State Department of Education or the National Regional Accrediting Association and provided that the teacher held a valid teaching certificate when the teaching experience was acquired.

Teaching experience shall include substitute experience when the experience was equal to one day more than one-half of a teacher work-year where the teacher was actually responsible for classroom instruction and other duties normally assigned to a teacher. Said experience must be in one teaching assignment for a minimum of at least one (1) semester.

All Accelerated Into Teaching (AIT) candidates who successfully complete the program and teach one (1) day over half the teacher work year, shall be granted one (1) year of experience credit on the salary schedule.

New Hires to the District have a time period of ninety (90) days from their initial date of hire to provide verification for all work related experience. Pay for experience granted will be retroactive to date of hire. If proof of experience is provided after ninety (90) days the pay for experience credit will begin with the next regularly scheduled payroll period.

Vocational-industrial teachers shall be paid according to the teacher's salary schedule, with the stipulation that all experience claimed be related to the field in which the teacher is teaching and that said experience be verified in writing as required in the State Board Regulations.

F. Salary Schedule – Differentiated Pay

**OKEECHOBEE COUNTY SCHOOL BOARD
SALARY SCHEDULE IB
DIFFERENTIATED PAY**

POSITION	ALLOCATION	AMOUNT
High School Athletic Director	1	5,000
Middle School Athletic Director	2	1,700
Varsity Football Coach	1	5,000
Assistant Varsity Football Coach	5	2,730
JV / 9th Grade Football Coach (Payment: if participating, 80% Fall / 20% Spring)	4	2,100
Weight Lifting Coach	1	1,300
Varsity Flag Football	1	1,300
Assistant Varsity Flag Football	1	650
JV Flag Football	1	1,000
Boys/Girls Varsity Soccer Coach	2	2,900
Boys/Girls Varsity Assistant Soccer Coach	2	1,000
JV Girls/Boys Soccer Coach	2	1,710
JV Girls/Boys Assistant Soccer Coach	2	1,000
Middle School Soccer Coach	2	1,700
Middle School Assistant Soccer Coach	2	875
Varsity Basketball Coach	2	3,200
JV Basketball Coach	2	2,100
9th Grade Basketball Coach/Asst. Varsity Basketball Coach	2	1,600
Middle School Basketball Coach	4	1,700
Middle School Assistant Basketball Coach	4	875
Varsity Baseball Coach / Softball Coach	2	3,200
Assistant Varsity Baseball Coach / Softball Coach	2	2,175
JV Baseball Coach / Softball Coach	2	2,100
9th Grade Baseball Coach / Softball Coach	2	1,600
Middle School Softball Coach	2	1,700
Middle School Assistant Softball Coach	2	875
Varsity Track Coach	1	2,700
Varsity Cross Country Coach	1	2,700
Assistant Varsity Track and Field Coach	1	1,800
Assistant Varsity Cross Country Coach	1	1,800
Varsity Tennis Coach	2	1,600
Varsity Wrestling Coach	1	3,200
Assistant Varsity Wrestling Coach	1	1,600
Varsity Golf Coach	2	1,600
Varsity Volleyball Coach	1	3,200
Assistant Varsity Volleyball Coach	1	1,600
JV Volleyball Coach	1	1,750
9th Grade Volleyball Coach	1	1,500
Middle School Volleyball Coach	2	1,700
Middle School Assistant Volleyball Coach	2	875
Varsity Bowling Team Coach	1	1,600
Varsity Swimming Coach	1	2,500
Assistant Varsity Swimming Coach	1	1,700
High School Agriculture Teacher	2	1,700
Freshman Campus Agriculture Teacher	1	1,700

F. Salary Schedule – Differentiated Pay *(Continued)*

POSITION	ALLOCATION	AMOUNT
High School Band Director	1	5,000
Assistant High School Band Director	1	2,000
Varsity Cheerleader Sponsor	1	3,200
JV Cheerleader Sponsor	1	1,300
9th Grade Cheerleader Sponsor	1	1,000
High School Auxiliary	1	1,400
Senior Class Sponsor	2	1,500
Junior Class Sponsor	2	1,300
Sophomore Class Sponsor	2	500
Freshman Class Sponsor	2	500
High School Student Council Sponsor	1	1,100
High School Yearbook Sponsor	1	1,400
High School Journalism Sponsor	1	1,150
High School HOSA Sponsor	1	500
High School Drama Sponsor	1	1,700
High School Drama Assistant Sponsor	1	680
High School Academic Team Sponsor	2	500
High School Audio/Visual Coordinator	1	700
High School Bass Club Sponsor	1	850
Freshman Campus Student Council Sponsor	1	650
Freshman Campus Journalism Sponsor	1	650
Middle School Agriculture Teacher	2	1,700
Middle School Band Director	2	1,700
Middle School Pep Squad Sponsor	2	600
Middle School Steppers Coach	2	550
Middle School Student Council Sponsor	2	800
Middle School Yearbook Sponsor	3	800
Elementary Agriculture Teacher	1	800
Elementary Yearbook Sponsor	5	600
Elementary Student Council Sponsor	6	350
K-5 Split Class to Meet Class Size Reduction	10	750
Teachers of Intensive Emotional Behavior Disordered Students	4	1,000
Teachers: Middle School Discipline Program	1	1,000
Teachers: High School Discipline Program	1	1,000
Teachers: Critical Shortage Areas	215	600
Teachers:		
♦ Title I Schools	450	100
Teachers: Schools That Earned an “F” or 3 Consecutive “D’s”		100
District Math/Computer Contact Person	1	1,000
District Science Contact	1	1,300
Science Fair Person	1	1,300
Department Head, Grade & Pod Chairman, Team Leader	72	1,400
Peer Teacher/Mentor Teacher (2017-18 year only)	40	1,400
Middle School Department Head	14	1,400
School Level Computer Contact Person	29	700
Teacher Serving as Bus Driver, Alt. Prog/SED Center	2	1,300
High School Dean	2	3,100
Middle School Dean	3	1,700
ROTC Drill and Ceremony Coach	2	1,300
ROTC Competition Coach	2	1,170
Wellness Champion	2	500

Normal: If a school wishes to deviate from the normal allocation, such request shall be made in writing to the Superintendent.

G. Supplemental Wages for Teaching Dual Enrollment Courses

Teachers who are certified through Indian River State College and teach at least two periods of Dual Enrollment per semester on the Okeechobee High School Campus during the regular student day will receive a \$500 supplement per semester.

H. Payment of Supplemental Wages

All supplemental wages will be prorated and included in each employee’s regular paycheck.

Payment of supplements/differentiated pay may only be made to individuals who actually perform the duties which correspond to the supplement they receive. Unused supplement monies may not be utilized to increase the amount of pay an individual receives for performance in another different supplemented position.

I. Instructional Personnel – Less Than 4 Hours

Okeechobee County School Board Salary Schedule No. 1D Instructional Personnel – Less Than 4 Hours		
Step	<i>Experience</i>	Hourly Rate
1	Less Than 5 Years	19.05
2	5 Years – Less than 10 Years	20.50
3	10 Years – Less than 19 Years	22.55
4	19 Years or More	32.18

J. Payment Rates for Time Other Than Normal Work Hours

Okeechobee County School Board Salary Schedule No. 33	
<u>After School Program Teachers</u>	
<u>Homebound Teachers</u>	
<u>Summer School Teachers</u>	

All Degree Levels \$23.00 Per Hour

Inservice/Curriculum Planning

Instructional Personnel* \$13.50 Per Hour
 **Instructional Personnel as Inservice Instructor* \$24.00 Per Hour

Note: Okeechobee County School Board and OCEA agree to accept the rate of pay stipulated within grants written and approved by the Heartland Education or other state funded regional consortia. In the event the Heartland Education or other state funded regional consortia rates are less than the District inservice rate, the District will guarantee a minimum of the District’s inservice rate to teachers attending these trainings.

Bus Driving Rate

Instructional Personnel – All Degree Levels \$11.50 Per Hour

Bus Driving Training Rate

Instructional Personnel – All Degree Levels Inservice/Curriculum Rate

*During time other than the normal work day.

**Instructors shall be paid for one (1) additional hour of planning for each eight (8) hours of inservice.

K. Instructional Personnel as Bus Drivers

No employee paid on the Instructional Personnel Salary Schedule with the exception of vocational/industrial teachers, Alternative Disciplinary Program teachers and SED program teachers at Okeechobee Achievement Academy shall be required by the Board to obtain and/or maintain a CDL bus driver license.

The initial medical examination as well as the medical examination required annually for certification of a bus driver shall be at the expense of the Board. Such Board paid examinations shall be conducted by a physician and at a facility designated by the Board. Any employee not using Board designated facilities or physicians for required examinations shall assume all expense for the required examination.

The hours for pay purposes for instructional personnel who are assigned school bus driving duties shall be as follows:

1. Field/Extracurricular Trips – Time for driving field/extracurricular trips shall be calculated based on the departure and return times as recorded by the driver on the trip sheet.
 - a. Departure time is defined as the time the driver is required to be present at the pick-up site.
 - b. Return time shall be defined as the return time stated on the trip sheet or actual time returning to the site, whichever is later.
 - c. Any out of town trip pay will include a half-hour pre trip and half-hour post trip to allow for the driver's pre and post trip inspections.
2. Instructional personnel receiving a supplement for coaching or club sponsor duties who drive an event in which his/her students participate shall not be paid for bus driving duties.
3. Assignment of Field Trips – Full time school bus drivers employed by the Board shall have priority in applying for extracurricular and field trip assignments to be made during the drivers' off-duty hours or when a permanent substitute is available, except when the following result in no cost to the District:
 - a. An employee at the requesting school volunteers to drive for a field/athletic trip that extends beyond the regular school day; or
 - b. A non-bus driver employee volunteers to drive during off-duty hours; or
 - c. A coach or club sponsor volunteers to drive.

At least once each year, a teacher or coach shall be assigned a trip to ensure they continue to meet the qualifications to maintain their license to drive a school bus.
4. Home to School Routes – Times paid for these assignments shall be as follows:
 - a. Instructional personnel driving a Type I route will be paid a minimum of two (2) hours for each run performed.
 - b. Instructional personnel driving a Type III route will be paid a minimum of three (3) hours for each run performed.
5. The hourly rate of pay will be rounded up to the next quarter hour of time on duty.

L. Part Time Pay for Athletic Events

**OKEECHOBEE COUNTY SCHOOL BOARD
SALARY SCHEDULE NO. 34
PART-TIME PAY FOR ATHLETIC EVENTS**

If volunteers are not used, the following pay scale will be used for athletic events:

Okeechobee High School

Workers for Volleyball Matches and Soccer Games	\$23.00 per match/game
Workers for Baseball and Softball Games.....	\$23.00 per game
Workers for Basketball Games, Clock Operator & Official Bookkeeper..	\$23.00 per game
Workers for Wrestling Meets	\$23.00 per meet or \$110.00 for all day tournament
Football Game Workers, Ticket Takers	\$40.00 per game
Football Game Coordinator	\$50.00 per game
Varsity Football Time Keepers.....	\$41.00 per game*
JV Football Time Keepers	\$29.00 Per game*
Varsity and JV Football Score Keepers.....	\$40.00 per game

*Set by FHSAA

Compensation for Game Workers for District, Regional or State meets, as well as classic, jamboree and invitational, is determined by the Florida High School Activities Association.

Middle Schools

All Sports Workers	\$15.00 per game/match
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M. Reading Endorsement Bonus/ESOL Endorsement Bonus

Employees who earn a Reading Endorsement shall receive a one-time bonus at the time the endorsement is added to their teaching certificate. A complete application and applicable fees must be submitted to the Department of Education and Human Resources. This one-time bonus shall be \$1,300 if submitted by July 31, 2020 or a one-time bonus of \$650 if submitted on or after August 1, 2020.

Instructional personnel requiring the 300-hour ESOL Endorsement shall receive a one-time bonus of \$1,000 at the time the endorsement is added to their teaching certificate. A copy of the teaching certificate with the ESOL Endorsement must be submitted to the Human Resources Office in order to receive this bonus. Instructional personnel requiring 60 hours of ESOL training shall receive a one-time bonus of \$250 upon completion of the course. Instructional personnel requiring 18 hours of ESOL training shall receive a one-time bonus of \$150 upon completion of the course. The amounts paid for ESOL training are not cumulative.

N. Pay Periods

Teachers' salaries shall be paid on a semi-monthly basis. Teachers shall be paid in twenty-four (24) equal payments. Effective January 1, 2017 all pay will be issued through Direct Deposit.

Deductions for Association dues, life insurance, health insurance, credit union, United Way, and annuities shall be divided into twenty-four equal parts.

Teachers will receive the equivalent of one (1) paycheck at the conclusion of the fourth work day or August 15, whichever is later, provided that all required information is on file in the Human Resource Office by August 1. Three (3) paychecks will be issued on May 15, two (2) checks will be issued on May 31, and one final paycheck will be issued no later than June 15.

The amount of sick leave taken and sick leave remaining will be reflected on every paycheck.

O. Payment Before Holidays

If a payday falls on a holiday, payment will be made the preceding workday.

P. Teacher Work Year and Holidays

The work year for returning teachers shall be one hundred ninety-six (196) days, six (6) of which shall be holidays. The initial work year for teachers new to the school system shall be one hundred ninety-eight (198 days), six (6) of which shall be holidays. A holiday shall be defined as a day the teachers receive pay but do not work. Days that teachers do not work and do not receive pay shall be defined as non-work days. The following days shall be recognized as holidays for instructional personnel: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day. These holidays may vary from year to year.

The normal work year and number of days for employees is as indicated on the Classified Pay Grade Summary Sheet; however, an annual review of the calendar may result in adjustment of days due to holidays.

When reduction in the work year is deemed necessary by the Board, accomplishment will be made as provided by the contract provision regarding Reduction in Staff and/or Reduction in Working Hours. The Superintendent may choose no more than four (4) weeks that will be identified as four (4) day work weeks during the months of June and/or July.

Q. Annual Payment for Accumulated Sick Leave Days

The Board agrees to pay any employee a percentage of his/her daily rate of pay multiplied by no more than five (5) unused accumulated sick days on an annual basis, provided that such employee is willing to have those unused sick days deducted from his/her accumulated sick days. It is understood that such payment is limited to available dollars in the fund to be established. The percentage shall be determined as follows:

- Employees with three years of Okeechobee service shall receive an amount equal to thirty-five percent (35%) of their base daily rate of pay for each day.
- Employees with four to six years of Okeechobee service shall receive an amount equal to forty percent (40%) of their base daily rate of pay for each day.
- Employees with seven to nine years of Okeechobee service shall receive an amount equal to forty-five percent (45%) of their base daily rate of pay for each day.
- Employees with ten to twelve years of Okeechobee service shall receive an amount equal to fifty percent (50%) of their daily rate of pay for each day.

- Employees with thirteen or more years of Okeechobee service shall receive an amount equal to seventy-eight percent (78%) of their base daily rate of pay for each day.
- An employee is not eligible for this benefit until after the third year of service in Okeechobee County.

A fund not to exceed \$25,000.00 shall be established for payment of annual accumulated sick days. Any employee seeking payment under the provisions of this policy must obtain an application from his/her principal, supervisor, or county staff administrator and submit such application for payment to the Finance Department. Applications may be submitted any time between September 1st and April 30th of each year. The rate of pay will be determined and fixed at the time of application, and disbursements will be made within the next two (2) pay periods. An employee has access to this provision so long as his/her sick leave balance is not less than five (5) days after payment. If applications for payment of unused accumulated sick days exceed the amount of the fund, such applications shall be considered in the order in which they are submitted and approved.

Any employee who receives payment will be ineligible for participation in the Sick Leave for 12 months from the date of payment.

R. Instructional Personnel Assigned to an Extended Work Year

Instructional personnel on extended work year contracts, in field, shall be paid at the same daily rate of pay as the instructional personnel salary schedule with number of days in the extended work year designated on said salary schedule.

Instructional personnel on a 256-day extended work year contract shall continue to accrue annual leave until such time as a change is negotiated and ratified by the parties.

S. Citizens' Budget Advisory Committee

The Association may have two representatives assigned to this committee.

T. Salary Information

The Board shall provide all instructional personnel instructions and access, within thirty (30) days of ratification of the Agreement by both parties, on how to electronically access the following personal information on the District server: base pay, years of experience, current step placement on the salary schedule, duty days, holidays, non-work days and supplement(s).

ARTICLE XII. EVALUATION

A. Authority and Purpose

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 process designed to achieve this goal must be formalized and negotiated to the extent it supports decisions on salary, transfers, reduction in force, promotions and dismissals.

B. Overview

The Okeechobee County Instructional Evaluation System (OCIES) will be comprised of two components; the score on the Instructional Practice Components (IPC) and the score on the State of Florida's value added tables of student learning growth or other student learning growth data approved by the State and specified below. Also specified below is the percentage that each will contribute to a teacher's total evaluation score. Each teacher will receive an overall rating of Highly Effective, Effective, Needs Improvement/Developing, or Unsatisfactory based upon the total number of points accrued on the two measures.

Procedures pertaining to the evaluation process are hereby incorporated and made a part of this Agreement, and there shall be no unilateral changes. Required procedures and standards for evaluation are specified in the OCIES Procedures Manual.

C. Definitions

1. State assessments: Any statewide approved assessment for a given subject area.
2. District assessments: A district-wide created and state-approved assessment for a given subject area.
3. Value added state model: Formula developed by the state to measure student-learning growth.
4. Learning targets: Locally agreed upon goal for measurement of student progress for students who do not take statewide assessments.
5. Two years of data: Current year plus one immediately preceding year.
6. Three years of data: Current year plus two immediately preceding years.
7. OCIES: Okeechobee County Instructional Evaluation System, the term for the overall evaluation of an Okeechobee teacher.
8. IPC: Instructional Practice Components, the observation portion of a teacher's OCIES evaluation which is based on multiple observations undertaken by the teacher's supervisor.
9. Unsatisfactory performance: Two consecutive Unsatisfactory annual OCIES evaluations, two Unsatisfactory annual OCIES evaluations within a three-year period, or three consecutive annual OCIES evaluations of Needs Improvement or a combination of Needs Improvement and Unsatisfactory.
10. Developing teacher: Instructional personnel in the first (3) years of District employment who need improvement.
11. Newly hired teacher: A teacher in first year of District employment, who may or may not be a Developing teacher.
12. Entry level teacher: a teacher in his/her second (2) or third (3) year of District employment, who may or may not be a Developing teacher.
13. Regular teacher: any teacher not a Newly Hired or Entry Level teacher.
14. Teacher Improvement Plan (TIP): A process afforded to teachers to support performance concerns as identified in OCIES.

15. 90-day Performance Probation: The statutory 90-day process for which unsuccessful completion could lead to termination of a professional services or continuing contract teacher for Unsatisfactory Performance. During this 90-day period the district will offer assistance to the teacher.
16. Deliberate Practice: In deliberate practice, teachers identify one thin slice of teaching to focus their efforts to improve. Deliberate practice requires establishing a baseline for performance in a focus area (thin slice) and engaging in focused practice, feedback and monitoring of progress within a time-bound goal for improvement.

D. Evaluation Components

<u>Component</u>	<u>Description</u>	<u>Timeline</u>
Annual Planning Conference	<ul style="list-style-type: none"> Setting expectations Individual questions regarding procedures Goal setting Review of forms Review of electronic data components of evaluation system Identify the status of the teacher, if newly hired determine Student Growth and Achievement measure to be used on first summative Identify areas of focus for enhancement Teacher selects one (1) indicator in Domain 1 for Deliberate Practice 	<ul style="list-style-type: none"> September 30 or twenty (20) work days from the date of hire whichever is later.
Formal Observation – mutually scheduled	<ul style="list-style-type: none"> 30 minutes (elementary) or a class period (secondary), whichever is greater If block scheduled at middle school level, formal observations will be between 45 to 60 minutes, unless a teacher requests in writing additional time or if concerns are noted. A scheduled reflection conference (occurs within seven (7) days following the observation) Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behaviors 	<ul style="list-style-type: none"> At a minimum: Newly Hired Teacher: - 3 formal observations: 1 in first 20 days of employment, 1 by end of 1st semester, and 1 during 2nd semester Entry Level Teacher – 1 formal observations per semester Regular Teachers - 1 formal observation per year Refer to XII.G.g.
Informal Observation – announced or unannounced	<ul style="list-style-type: none"> At least 15 minutes in length Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behavior 	<ul style="list-style-type: none"> Entry Level year Teacher – 1 informal observation per year Regular Teachers – 2 informal observations per year Refer to XII.G.g.
Walkthroughs – unannounced	<ul style="list-style-type: none"> Minimum of 3 minutes in length Used for annual evaluation Written feedback Observer gathers evidence regarding classroom instructional practices and behaviors 	<ul style="list-style-type: none"> All Teachers – no minimum Refer to XII.G.g.
Teacher/Principal Interaction/Engagement	<ul style="list-style-type: none"> Engagement which relates to deliberate practice and/or student growth which provides evidence of indicators and/or domains Includes but not limited to: conversations, staff meetings, conferences, and the like 	<ul style="list-style-type: none"> Ongoing
Summative Conference	<ul style="list-style-type: none"> Individual overview of performance Finalizing the evaluation Review of previously submitted artifacts and opportunity to present additional ones Signing of forms 	<ul style="list-style-type: none"> Newly Hired teachers: One (1) informational summative conference prior to the end of the 1st semester, and the 2nd final summative conference 6-weeks prior to the end of the school year Entry Level teachers: One (1) conference on the instructional practice component at the end of the 1st semester and one (1) final summative conference 6-weeks prior to end of school year. Regular teacher: One (1) summative conference 6 weeks prior to the end of the school year

E. General Rules

1. Evaluation conferences may be scheduled during teacher planning periods and shall be subject to provisions as provided under Article VIII.F., Planning Period.
2. All observations must be conducted openly and with full knowledge of the employee.
3. State assessments will be substituted for district assessments or learning targets as they become available.
4. Any teacher placed on the 90-day performance probation which could lead to non-renewal or termination may request the superintendent to review his or her class list for the coming year for equity of the teaching assignment when such probation extends beyond the fiscal year.
5. If announced observations/conferences are canceled due to emergency, they shall be rescheduled for a time that is agreeable to both parties.

F. Value Added/Student Learning Growth/Gain Data

2018-19 School Year

The Value Added Model (VAM) will be calculated for instructional personnel as follows:

1. The Instructional Practice Component (IPC) will comprise 66.7% of the final summative evaluation and the Student Growth and Achievement (SGA) will comprise 33.3% of the final summative evaluation.
Where available, SGA/VAM calculations will be performed using up to the three (3) most recent SGA/VAM values, including two (2) and three (3) year aggregate calculations.
2. ESE teachers will be assessed as follows:
 - a. ESE teachers serving a combination of students taking multiple type of assessments, i.e., Florida Standards Alternate Assessment (FSAA), or other state or district approved assessment, will have their student growth and achievement based on a percentage of students assigned to each of these categories.
 - b. Classroom teachers teaching K-2 students with significant cognitive disabilities will have their student growth and achievement calculated using Unique Learning System assessments for reading.
 - c. Classroom teachers teaching juniors through age 22 with significant cognitive disabilities will have their student growth and achievement calculated by the percent of students who make .25 year's growth on iReady and/or Unique ELA and math as identified on the IEP. Weighting will be as follows: 50% ELA, 50% math.
3. PreK teachers will be assessed as follows:
 - a. Developmental PreK (ACE) teachers' student growth will be calculated using the Unique Learning System assessments.
 - b. The Voluntary PreK teachers' student growth will be measured using the Florida VPK Assessment.
4. Classroom teachers teaching grades K-2 will have their typical student growth and achievement determined by the percent of students making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments. For ELA and math, weighting will be as follows: 50% ELA, 50% math.
5. Classroom teachers teaching grade 3 will have 50% of their student growth and achievement determined by the percent of students scoring Level 3 or higher on FSA ELA and the percent of students scoring Level 3 or higher on FSA math. The other 50% of their SGA will be determined by the percent of students meeting one (1) year's growth on iReady, ELA and iReady math, based on typical student growth.

6. Classroom teachers, teaching grades 4 or above with one (1) year of VAM data whose students take FSA in the subject area(s) of ELA and math taught by them will have their VAM calculation determined by the VAM file released by the Florida Department of Education.
7. Classroom teachers, teaching 8th grade science or 5th grade science, will have their student growth and achievement calculated by using the percent of students scoring Level 3 or above on the Statewide Science Assessment.
8. Classroom teachers who teach courses with district-developed End Of Course exams will have their student growth and achievement based on the percent of students scoring 70% or higher. Student growth and achievement will be based on the proration of the district-developed End Of Course exams for which the teacher is responsible.
9. Classroom teachers who teach courses with End of Course (EOC) exams will have their students' growth and achievement calculated based on the percent of students passing the EOC, SAT, ACT, or PERT if recognized as a concordant score.
10. Classroom teachers who teach Algebra I in grades 8-9 will have their student growth and achievement calculated using Algebra I VAM.
11. Classroom teachers who teach Advanced Placement (AP) courses will have their students' growth calculated by the percentage of students scoring at Level 2 or above on the AP exam. All students assigned to AP courses will count in the denominator of the SGA calculation.
12. Classroom teachers who teach a course with no state assessment and no district-developed End of Course exam as well as non-classroom teachers assigned to specific schools or multiple schools will have their student growth and achievement calculated by using the ELA and math assessments assigned to the students they serve weighted fifty percent (50%) in ELA and fifty percent (50%) in math. **(Examples: music teachers, elementary and middle PE teachers, grades 6-7 science, grade 6 social studies, grades 6-8 Ag, Experimental Science, guidance counselors, deans, staffing specialists, speech therapists, resource specialists, instructional coaches, reading coaches, testing coordinators, etc.)**
13. Media specialists will have their student growth and achievement calculated by using the ELA assessments assigned to the students they serve.
14. District student growth and achievement will be used for student growth and achievement for district itinerant teachers. **(Examples: DHH, TVI, crisis counselors, social workers, Behavioral Specialists, math science coach and teachers on special assignment at the District level.)**
15. Classroom teachers whose students are in dual enrollment courses will have their student growth and achievement calculated based on the percentage of students scoring 70% or greater on the dual enrollment final exams.
16. Classroom teachers teaching band will have their student growth and achievement calculated based on FBA adjudications for grades 7-12 and district-developed End Of Course exams for grade 6.
17. Career education teachers teaching courses with certification exams will have their student growth and achievement based upon the percentage of students passing the industry certification. If 50% of the students enrolled in the course do not take the certification exam then the student growth and achievement will be based on the percent of students passing the district-developed End Of Course exams at 70% or higher.
18. Classroom teachers teaching Credit Retrieval will have their student growth and achievement based on the percent of students scoring 70% or higher on the semester test for the course in which they are enrolled.
19. Classroom teachers teaching intensive reading courses for grades 11-12 will have their student growth and achievement based on the percent of students passing the required statewide assessment for reading/ELA or any other approved concordant score starting with the 2016-17 school year.
20. Student growth and achievement scores for classroom teachers will be calculated as follows:
 - a. Student growth and achievement scores for classroom teachers teaching semester-long classes

will be calculated based on student data from both semesters.

b. If the classroom teacher teaches a year-long course, only students present in both FTE Survey periods will count for student growth and achievement.

c. Student growth and achievement scores for classroom teachers that were not in the same assignment for both survey periods will be calculated based on the appropriate measure defined in Article XII.F.2-24, and will include the students they served during each FTE Survey period.

d. Student growth and achievement scores for classroom teachers that were out on extended leave during either FTE survey period or were hired after FTE survey 2 and before FTE survey 3 will be calculated based on the appropriate measure defined in Article XII.F.2-24, and will include the students they served during the FTE Survey period for which they were responsible for classroom instruction.

21. Agriculture teachers in elementary classrooms will have their student growth and achievement calculated by the percent of students in grades K-4 making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments and the percent of students in grade 5 scoring Level 3 or above on the Statewide Science Assessment.
22. The Student Growth and Achievement component of the first summative evaluation for newly-hired teachers will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession.
23. The Student Growth and Achievement component of the final summative evaluation for teachers who were hired after FTE survey 3, or any teacher who was on any form of extended leave during both survey periods, can have an alternate student growth and achievement score that will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession. The Office of K-12 Accountability & Assessment must approve the component.
24. An employee hired after the first day of the fourth nine week grading period will not receive a summative evaluation.
25. All instructional staff at Okeechobee Achievement Academy will have their student growth and achievement based on the appropriate measure defined in Article XII.F.2-23 for students they serve who have been enrolled a minimum of nine (9) weeks starting with the 2016-17 school year.
26. Student growth and achievement will be calculated using the cut scores listed below unless instructed otherwise by the Florida State Board of Education.

Unsatisfactory: 0-32

Needs Improvement: 33-45

Effective: 46-71

Highly Effective: 72-100

- a. Any classroom teacher whose students are measured with an achievement assessment, as compared to a growth model (VAM) assessment, and whose class is comprised of at least 50% or more of students who score in the lowest quartile for any test or measure used for classroom placement or any classroom teacher whose class is comprised of 11th and 12th grade students of which 50% or more have not met either the FCAT reading, FSA ELA, or the concordant score graduation requirement will have their student growth/achievement calculated using the following cut scores:

Unsatisfactory: 0-29

Needs Improvement: 30-42

Effective: 43-68

Highly Effective: 69-100

- b. Classroom teachers who teach courses with state-developed EOC exams and at least 50% of their students were previously unsuccessful on the EOC exam; or instructional personnel at Okeechobee Achievement Academy who serve students in ACE PreK, EBD, MSD, and HSD; or classroom teachers teaching 8th grade science or departmentalized 5th grade science will have their student growth and achievement calculated using the following cut scores:
 - Unsatisfactory: 0-24
 - Needs Improvement: 25-37
 - Effective: 38-63
 - Highly Effective: 64-100
- c. Classroom teachers whose student growth and achievement score is calculated using either the Statewide Science Assessment or an End Of Course (EOC) exam in which a passing score has been established by the state will have their student growth and achievement calculated using the following cut scores:
 - Unsatisfactory: 0-27
 - Needs Improvement: 28-40
 - Effective: 41-66
 - Highly Effective: 67-100
- d. When student growth and achievement is calculated using non-VAM assessment data, teachers must complete a district provided Excel spreadsheet by entering matched student names, all district-developed End Of Course exam scores, identify any special exception in which an additional set of cut scores may apply, and submit electronically to their principal in Excel format.

2019-20 School Year

The Value Added Model (VAM) will be calculated for instructional personnel as follows:

1. The Instructional Practice Component (IPC) will comprise 66.7% of the final summative evaluation and the Student Growth and Achievement (SGA) will comprise 33.3% of the final summative evaluation.

Where available, SGA/VAM calculations will be performed using up to the three (3) most recent SGA/VAM values, including two (2) and three (3) year aggregate calculations.
2. ESE teachers will be assessed as follows:
 - a. ESE teachers serving a combination of students taking multiple type of assessments, i.e., Florida Standards Alternate Assessment (FSAA), or other state or district approved assessment, will have their student growth and achievement based on a percentage of students assigned to each of these categories.
 - b. Classroom teachers teaching K-2 students with significant cognitive disabilities will have their student growth and achievement calculated using Encore assessments.
 - c. Classroom teachers teaching juniors through age 22 with significant cognitive disabilities will have their student growth and achievement calculated by the percent of students who make .25 year's growth on iReady ELA and math as identified on the IEP.
3. PreK teachers will be assessed as follows:
 - a. Developmental PreK (ACE) teachers' student growth will be calculated using the Learning Without Tears assessments.
 - b. The Voluntary PreK teachers' student growth will be measured using the Florida VPK Assessment.
4. Classroom teachers teaching grades K-2 will have their typical student growth and achievement determined by the percent of students making one (1) year's growth in iReady ELA and the percent

making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments.

5. Classroom teachers teaching grade 3 will have 50% of their student growth and achievement determined by the percent of students scoring Level 3 or higher on FSA ELA and the percent of students scoring Level 3 or higher on FSA math. The other 50% of their SGA will be determined by the percent of students meeting one (1) year's growth on iReady, ELA and iReady math, based on typical student growth.
6. Classroom teachers, teaching grades 4 or above with one (1) year of VAM data whose students take FSA in the subject area(s) of ELA and math taught by them will have their VAM calculation determined by the VAM file released by the Florida Department of Education.
 - a. Classroom teachers, teaching grades 4 or above whose students take FSA in the subject area(s) of ELA, math or grades 8-9 Algebra I and do not have a VAM rating from FLDOE will have their student growth calculation determined by their students' scale score compared to their expected VAM score.
7. Classroom teachers, teaching 8th grade science or 5th grade science, will have their student growth and achievement calculated by using the percent of students scoring Level 3 or above on the Statewide Science Assessment.
8. Classroom teachers who teach courses with district Common Course Exams (CCE) will have their student growth and achievement based on the percent of students scoring 70% or higher.
9. Classroom teachers who teach courses with End of Course (EOC) exams will have their students' growth and achievement calculated based on the percent of students passing the EOC, SAT, ACT, or PERT if recognized as a concordant score.
10. Classroom teachers who teach Algebra I in grades 8-9 will have their student growth and achievement calculated using Algebra I VAM.
11. Classroom teachers who teach Advanced Placement (AP) courses will have their students' growth calculated by the percentage of students scoring at Level 2 or above on the AP exam. All students assigned to AP courses will count in the denominator of the SGA calculation.
12. Classroom teachers who teach an elementary specials course (except media specialists) or a middle school course with no state assessment will have their student growth and achievement calculated by using the ELA and math assessments assigned to the students they serve weighted fifty percent (50%) in ELA and fifty percent (50%) in math. (Examples: music, PE, science, social studies, elective courses, etc.)
13. Media specialists will have their student growth and achievement calculated by using the ELA assessments assigned to the students they serve.
14. Non-classroom teachers will be assessed as follows:
 - a. Overall school student growth and achievement will be used for non-classroom teachers assigned to a specific school. (Examples: guidance counselors, deans, resource specialists, coaches, etc.)
 - b. Overall district student growth and achievement will be used for district itinerant teachers. (Examples: DHH, TVI, crisis counselors, social workers, Behavioral Specialists, math science coach and teachers on special assignment at the District level.)
15. Classroom teachers whose students are in dual enrollment courses will have their student growth and achievement calculated based on the percentage of students scoring 70% or greater on the dual enrollment final exams.

16. Classroom teachers teaching band will have their student growth and achievement calculated based on FBA adjudications for grades 7-12 and district Common Course Exams for grade 6.
17. Career education teachers teaching courses with certification exams will have their student growth and achievement based upon the percentage of students passing the industry certification. If 50% of the students enrolled in the course do not take the certification exam then the student growth and achievement will be based on the percent of students passing the district Common Course Exams at 70% or higher.
18. Classroom teachers teaching Credit Retrieval will have their student growth and achievement based on the percent of students scoring 70% or higher on the semester test for the course in which they are enrolled.
19. Classroom teachers whose class is comprised of high school students of which 50% or more have not met the graduation requirement for FSA ELA (grades 11-12) or Algebra I EOC (grades 10-12) will have their student growth and achievement based on the percent of students passing the required statewide assessment or earning any state approved concordant score.
20. Student growth and achievement scores for classroom teachers will be calculated as follows:
 - a. Student growth and achievement scores for classroom teachers teaching semester-long classes will be calculated based on student data from both semesters.
 - b. If the classroom teacher teaches a year-long course, only students present in both FTE Survey periods will count for student growth and achievement.
 - c. Student growth and achievement scores for classroom teachers that were not in the same assignment for both survey periods will be calculated based on the appropriate measure defined in Article XII.F.2-24, and will include the students they served during each FTE Survey period.
 - d. Student growth and achievement scores for classroom teachers that were out on extended leave during either FTE survey period or were hired after FTE survey 2 and before FTE survey 3 will be calculated based on the appropriate measure defined in Article XII.F.2-24, and will include the students they served during the FTE Survey period for which they were responsible for classroom instruction.
21. Agriculture teachers in elementary classrooms will have their student growth and achievement calculated by the percent of students in grades K-4 making one (1) year's growth in iReady ELA and the percent making one (1) year's growth in iReady math as determined by student performance on the diagnostic assessments and the percent of students in grade 5 scoring Level 3 or above on the Statewide Science Assessment.
22. The Student Growth and Achievement component of the first summative evaluation for newly-hired teachers will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession.
23. The Student Growth and Achievement component of the final summative evaluation for teachers who were hired after FTE survey 3, or any teacher who was on any form of extended leave during both survey periods, can have an alternate student growth and achievement score that will be determined between the principal/assistant principal and teacher during the annual planning conference. A mentor teacher, reading coach, or grade chairman/department head shall be present for individuals new to the profession. The Office of K-12 Accountability & Assessment must approve the component.

24. An employee hired after the first day of the fourth nine week grading period will not receive a summative evaluation.
25. Grades 6-12 classroom teachers at Okeechobee Achievement Academy and Okeechobee Youth Centers will have their student growth and achievement calculated by using the ELA and math assessments assigned to the students they serve weighted fifty percent (50%) in ELA and fifty percent (50%) in math- for the students they serve who have been enrolled a minimum of nine (9) weeks
26. Student growth and achievement will be calculated using the cut scores listed below unless instructed otherwise by the Florida State Board of Education.
 - Unsatisfactory: 0-32
 - Needs Improvement: 33-45
 - Effective: 46-71
 - Highly Effective: 72-100
 - a. Any classroom teacher whose- class is comprised of high school students of which 50% or more have not met the graduation requirement for FSA ELA (grades 11-12) or Algebra I EOC (grades 10-12) will have their student growth and achievement calculated using the following cut scores:
 - Unsatisfactory: 0-29
 - Needs Improvement: 30-42
 - Effective: 43-68
 - Highly Effective: 69-100
 - b. Instructional personnel at Okeechobee Youth Centers and Okeechobee Achievement Academy who serve students in ACE PreK, EBD, MSD, and HSD will have their student growth and achievement calculated using the following cut scores:
 - Unsatisfactory: 0-24
 - Needs Improvement: 25-37
 - Effective: 38-63
 - Highly Effective: 64-100
 - c. Classroom teachers whose student growth and achievement score is calculated using either the Statewide Science Assessment or an End Of Course (EOC) exam in which a passing score has been established by the state will have their student growth and achievement calculated using the following cut scores:
 - Unsatisfactory: 0-27
 - Needs Improvement: 28-40
 - Effective: 41-66
 - Highly Effective: 67-100

G. Procedure

1. Evaluations shall be based on observations made by the principal or assigned evaluator and shall encompass deliberate practice and teaching strategies, duties and responsibilities of the teacher as outlined in the OCIES.
2. Evaluation criteria shall be both general and specific and be made known to the teacher, in addition to identifying and documenting the status of the teacher (Developing, Newly Hired, Entry or Regular)

at the annual planning conference. Teachers hired after September 30th shall be informed of the evaluation criteria/procedures before their assignment begins. An annual planning conference for such teachers will be held during the first 30 work days of employment and shall include an explanation and discussion of both the general and specific criteria and the evaluation process.

3. Teacher evaluations and ratings shall exclude observations conducted on the day before Thanksgiving break, Winter break, or Spring break as well as observations conducted on other instructors in the teacher's classroom (such as student teachers, substitute teachers, etc.).
4. Non-participation in voluntary extra-curricular activities (i.e., activities unrelated to the teacher's classroom duties) that take place outside of the 7.5 hour day shall not be used for evaluative purposes. However, voluntary participation may be considered when applicable.
5. Any indicator which is not marked on the final IPC shall be defaulted to a performance value of "Effective." This does not apply if an employee does not provide an artifact or demonstrate proficiency upon written request of the evaluator. Said request must be submitted to the teacher by March 1 of each year. In the event that an additional formal observation is necessary for the teacher to demonstrate proficiency, the date of the observation shall be mutually agreed upon by the teacher and the evaluator. Proficiency on indicators can also be documented through classroom walkthroughs and informal observations as provided in this contract.
6. Evaluators
 - a. Evaluation procedures for assessing the performance of duties and responsibilities of teachers are functions and responsibilities of the administration.
 - b. The Principal may assign responsibility of observing selected teachers to his/her assistant principal(s).
 - c. An administrator who cannot demonstrate consistent accuracy in correctly identifying performance responsibility indicators and deliberate practice strategies within the OCIES framework of direct instruction and classroom management at a ninety percent (90%) or greater accuracy rate shall not be permitted to evaluate teachers.
 - d. The evaluating administrator must submit a written or electronic observation report with comments to the teacher no later than seven (7) work days after the observation takes place.
 - e. The evaluating administrator is required to sign and date the reflection conference and the summative evaluation forms.
 - f. When a single Indicator is scored as developing, needs improvement or unsatisfactory the evaluating administrator shall document the deficiencies, the recommendations for improvement, and the assistance to be provided. As part of the improvement process, the evaluating administrator may suggest participation in specific professional development programs.
 - g. No observation shall occur until two (2) weeks after the employee receives written feedback on their previous observation unless required by contract for 1st year teachers. The two-week waiting period may be waived in instances where an evaluator notes issues of student safety or professional responsibilities in an observation.
 - h. The summative document will be placed in the personnel files housed in the District office.
7. Members of the Bargaining Unit
 - a. Teachers are entitled to and shall receive an evaluation which is fair, equitable and procedurally sound.

- b. Prior to and at the summative conference, the teacher may provide artifacts of deliberate practice that have occurred throughout the year. Examples of supportive information may include but are not limited to observations, conferences, plan book, grade book, parent contacts, student products, and peer collaborations.
 - c. The summative evaluation form shall be signed by both parties. The following statement is included, "My signature does not necessarily imply agreement with the evaluation, but acknowledges that I have read it. I understand that I may submit a written reaction within ten (10) working days from the date of my signature." The written reaction will provide the opportunity for the teacher to make comments regarding the final appraisal which shall be attached to the form for placement in the teacher's personnel file.
 - d. Any data collected for evaluative purposes will be accessible to the teacher in electronic format within seven (7) work days from inception of the data. When data are not available in electronic form they will be shared with the teacher in the existing format.
8. All statements within the evaluation shall relate to job performance.
 9. Any and all documents pertaining to the evaluation of the employee will be kept confidential and exempt from provisions of s.119.07(1) until the end of the school year immediately following the school year in which the evaluation was made.

H. Criteria for Initiating a TIP

1. When it is determined that an instructional employee's final summative performance is unsatisfactory or needs improvement, the evaluating administrator shall hold a conference with the employee within ten (10) work days following the determination and shall make specific, comprehensive suggestions, in writing, as to how the performance of the employee can be improved.
2. Such plan shall include:
 - a. A form indicating the plan of improvement and results.
 - b. A reasonable time frame for implementing changes. This language may not be construed so as to require the renewal of an annual contract.
 - c. Specific criteria that will indicate improved performance.
 - d. All forms and conference notes shall be signed by the administrator and teacher.
 - e. The teacher will have the right to representation at the initial and final TIP conference.
3. Any PSC or CC teacher will have his or her contract held in abeyance until the student growth portion is completed on the OCIES except as otherwise provided by law.

I. Student Roster Verification

1. Survey Two and Three FTE verification will be used for roster verification.
2. Teachers shall verify students assigned to their classroom prior to data submission by the District to the FLDOE. This verification shall occur at a minimum of twice annually corresponding to the October and February FTE survey counts.
3. Teachers will review the student roster and verify its accuracy by signing and dating the list. A copy of this signed list shall be provided to the teacher. A schedule will be provided to teachers allowing the verification of student rosters to occur during non-academic instructional time. One of the planning periods reserved for administrative use will be forfeited for teachers to use as personal planning time during the months of roster verification.

4. Teachers will be notified of the due date for submission of verified rosters to the District within two (2) days of receipt of notification from the FLDOE to the District that the roster verification process has begun.
5. The District will provide training each year, within the work day, for the student roster verification process. This training will include written directions for roster verification that are clear and easily understood as well as contact information for assistance in the verification process.
6. A teacher may request a change to the roster through the addition/deletion district process if the change is due to a data entry error from the corresponding FTE survey count.

J. Evaluation Committee

An evaluation Committee comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by Okeechobee County Education Association #1604 shall be established to review and make recommendations regarding evaluation procedures, including but not limited to those contained in this Article, for instructional personnel. All recommendations made by the Committee shall be submitted to the parties' respective bargaining teams for consideration.

ARTICLE XIII. MISCELLANEOUS

A. Critically Low Performing Schools Waiver Procedure

Should a school in the Okeechobee County School District be identified as a "critically low performing school" during the life of this contract, the parties agree to the following waiver procedure:

1. School Improvement Plans will be formulated to address identified problem areas.
2. Remedies contained in such plans that require a waiver of one or more of the provisions of this contract shall follow the Waiver procedure established in Article XIII.C.
3. School Improvement Plan provisions which have a direct impact on employees shall be submitted for bargaining as required by Florida Statutes.

If approved by the Association and the Board, such waivers shall become effective as specified by the approving parties but not beyond the life of this contract.

B. Secret Ballots

The Association building representative or designee shall be present when any secret ballot is tabulated unless an electronic survey is used. If voting is conducted electronically the building representative will be given a print out of the results upon request.

C. Waiver Procedure

Should either party desire to change, modify or alter any provision of the Master Contract, the following steps shall be taken:

1. Petition for waiver shall be made in writing by the initiating party to the receiving party.
2. Documentation of the need for waiver shall be included in the petition for waiver.
3. Petitions for waiver shall be submitted by the Superintendent and the Association President to the respective parties for ratification.
4. No implementation of such waivers shall occur until ratified by both parties.

D. Conformity to Law

Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provision shall be replaced by a provision agreed upon by the Board and the Association and made a part hereof as an appropriate amendment to this contract. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

E. Laws Enacted by the Legislature

The Board agrees to negotiate with the Association the impact upon working conditions of any pertinent law enacted by the Florida Legislature as such laws are implemented. A pertinent law shall be defined as any law that has an effect upon the wages, terms and/or conditions of employment.

F. Entire Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

G. Terms of Agreement

This Agreement shall be effective on the first day of July 2020, and shall remain in force to and including the 30th day of June 2023.

MEMORANDA OF AGREEMENT

**Memorandum of Agreement
between
The Okeechobee County Education Association #1604
and
The School District of Okeechobee County
Instructional Personnel Unit**

The School District of Okeechobee County ("District") and the Okeechobee County Education Association #1604 ("Association") agree as follows:

Okeechobee County Schools were closed on Monday, November 9, 2020 due to Tropical Storm Eta.

To make up this day, the Association and District agree to modify Article VIII.G Teacher Planning Days. Friday, November 20, 2020 and Friday, December 18, 2020 will change from early release days to a full days of instruction.


This amendment will only apply to the 2020-21 school year.

For the Board:



Ken Kenworthy
Superintendent of Schools
Okeechobee County School Board
11/20/20
Date

For the Association:



Jorge Botello
President
Okeechobee County Education Association #1604
11/20/20
Date

MEMORANDA OF AGREEMENT

**Memorandum of Understanding
between
The Okeechobee County Education Association #1604
and
The School District of Okeechobee County
Instructional Personnel Unit**

The District ("District") and the Okeechobee Education Association ("Association") hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. The parties recognize that employees at high-risk for serious complications from COVID-19 may request to work remotely. Employees that identify as high-risk or are caring for high-risk family members may request a remote assignment as an appropriate accommodation under the Americans with Disabilities Act or one of the provisions of the Family Medical Leave Act and the district will work with them on their remote status. If it is not possible for a person in this situation to work remotely, then an emergency transfer shall be considered.
 - a. Emergency Transfers and Recall – High risk employees who cannot perform their duties remotely, may volunteer for any positions at the district run virtual program or other positions for which they are qualified and certified as a priority placement. Employees who volunteer and are placed in a new position using this process, once their personal conditions improve or the district modifies the program or position, shall be employed for the remainder of their contract. If the approved request for remote work does not exceed 15 work weeks, the employee may return to their original position if it is vacant. After such time or if their original position is unavailable, they shall be eligible to apply for transfer to any vacant positions according to current contract provision under Transfers and Reassignments. If no such position is available, then they shall be informed of their right to utilize the COVID-19 leave provisions.
2. COVID-19 Leave provisions for employees not approved to work remotely
 - a. Families First Coronavirus Response Act (FFCRA)
 - i. Emergency Sick Leave— If an employee is required to self-quarantine or care for a member of their family who is quarantined, they will be put on administrative or temporary duty leave and paid their normal rate of pay for the first ten days.
 - ii. Expanded FMLA— If an employee is unable to work due to their own illness, must care for a family member who is ill, is under a mandatory quarantine, is in a high-risk category, or has school age children at home, the employee will contact Human Resources. The Human Resources division will advise the employee as to their rights to leave under the FFCRA.
 - iii. Employees that use all available leave will then be eligible for 2/3 pay for all unpaid leave as allowed under the expanded FMLA provision of the FFCRA.
 - b. Other leave considerations:
 - i. High risk employees may utilize any available sick or vacation leave to maintain their regular rate of pay. After a high risk employee has exhausted all of the

MEMORANDA OF AGREEMENT

leave provisions under the FFCRA he or she shall be eligible for Compassionate leave, or Personal Leave Without Pay until such time as the employee is medically cleared to return, or the pandemic has passed, or a vaccine is available, whichever first occurs.

- ii. The District will provide \$65,000 (used by both the instructional and classified units) to subsidize up to 10 (ten) days paid leave beyond the emergency paid sick leave provided in the FFCRA for each employee that provides documentation evidencing that extended leave is necessary due to a positive COVID-19 test or due to a mandatory quarantine not covered by FFCRA or their own available paid leave. The district and the association will review the utilization of this fund during the regular labor relations meetings.
3. If a reduction in personnel is necessary, the district and the association shall meet to determine the process and a list of all impacted positions shall be provided to the association including names, work location, years of service in the district, certifications and evaluation information. The number of reductions necessary shall first be reduced through attrition, then employees will be offered transfers into other positions, for which they are qualified. Should additional reductions be necessary, decisions will be made in accordance with Article VIII.CC.
 4. If COVID-19 cases spike in a school, the district may close the school temporarily. The parties also recognize that identified essential personnel may need to report to building sites during a closure. CDC guidelines will be followed if employees are required to report to a building site which is being cleaned.
 5. The District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer. To mitigate the risk of COVID-19 teachers will wipe down high touch surfaces within their classroom midmorning and early afternoon. Such cleaning supplies will be available for their use. No employee will be reimbursed for supplies purchased on their own.
 6. Without finalized evaluations in 2019-2020, pay for performance is suspended for 2020-21 as per DOE guidance.
 7. Making up lost instructional days and time - The District will follow DOE guidelines for waivers related to COVID-19. Any change to the calendar and/or workday required as a result of school closure will be in compliance with Article VIII.AA – Emergency School Closing.
 8. The District will assist employees, when requested, in completion of requirements for recertification by reviewing certification requirements and suggesting options for classes or professional development online when possible.
 9. Working conditions – Employee temperature checks to enter daily and questionnaires are acceptable. All medical information collected will remain private. It will be the sole responsibility of the District to protect collected medical information and that protection is in compliance with HIPAA. The District will provide employees with masks and other PPE.

MEMORANDA OF AGREEMENT

Employees are able to provide and wear their own masks. The District will adhere to all CDC guidelines pursuant to face coverings. Instructional employees will be provided with a list of students exempt from wearing face coverings or students will be given exemption identification. Employees who fail a temperature check or questionnaire will be asked to leave campus immediately. The employee may use sick or vacation leave for this time off. In the event of a positive COVID-19 test or a mandatory quarantine, any time used will be replenished by District COVID-19 leave, to the extent available.

10. Distance Learning—If distance learning becomes necessary due to school closure or if a hybrid system is utilized, employees shall have access to internet, computers, digital materials, cloud or other storage, as well as instructional platforms to conduct their work from a school campus.
 - a. All video recordings will comply with Article VII.B.
 - b. Students that record a teacher without their knowledge or permission may be subject to discipline according to the District's disciplinary plan.
 - c. If video cameras are to be utilized in classrooms to provide live or recorded instruction all of the following shall apply:
 - i. Teachers must be trained on the proper usage of the equipment and will be in charge of the location and the operation of such equipment to maintain instructional integrity.
 - ii. The data shall not be recorded or stored by the District unless agreed to by the teacher.
 - iii. The District will ensure student and personal privacy including, but not limited to, FERPA and public records laws.
 - iv. Teachers are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
 - v. Teachers are to be held harmless for any remote student behaviors that are streamed to the entire classroom.
 - vi. A sign indicating that the classroom has a video camera or recording equipment and which states that such cameras are being utilized for instruction must be placed in each classroom utilizing such devices.
 - vii. Teachers shall utilize one of the District approved and provided digital programs, including but not limited to, Zoom and Google Meet.
 - viii. As these cameras were utilized due to a temporary emergency, they must be removed when it is no longer necessary for lessons to be provided live due to COVID-19 or with the expiration of this MOU whichever occurs first.
11. Virtual teachers must adhere to a minimum of 7.5 hours per day on the job serving students, presenting lessons, providing accommodations, monitoring student performance, completing school paperwork or participating in PLCs or professional development approved by the principal. Virtual teachers may be required to attend face-to-face meetings with the principal, assistant principal, instructional coach or guidance counselors to discuss students, sign

MEMORANDA OF AGREEMENT

paperwork, attend IEP meetings, parent conferences, or participate in professional development if virtual means are not practical.

12. Virtual teachers may also request to work from a school/department site as the district will not be providing telephone or internet access reimbursement.

This MOU shall be in effect for the remainder of the 2020-21 school year and shall sunset June 30, 2021. All other provisions of the collective bargaining agreement remain in full effect.

For the Board:



Ken Kenworthy
Superintendent
For Okeechobee County School Board

8/24/20

Date

For the Association:



Jorge Botello
President
For Okeechobee County Education Association #1604

8/24/2020

Date

Approved by School Board

10/13/20 [Signature]

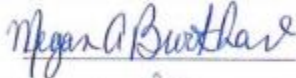
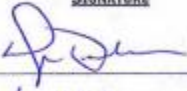
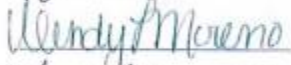
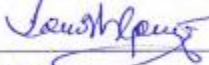
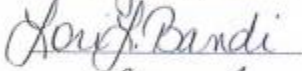
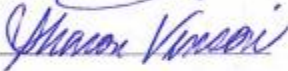

ARTICLE XIV. SIGNATURE PAGE

OCSB-OCEA
2020-2021
INSTRUCTIONAL

ARTICLE XIII Signature Page

ASSOCIATION NEGOTIATING TEAM UPON TENTATIVE AGREEMENT
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BOARD NEGOTIATING TEAM UPON TENTATIVE AGREEMENT
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SIGNATURE	DATE	SIGNATURE	DATE
	11/20/2020		12/18/2020
	11/20/2020		12/8/2020
	11/20/2020		12/08/20
	11/20/2020		

ATTEST UPON RATIFICATION

ATTEST UPON RATIFICATION

SIGNATURE	DATE
 President Okeechobee County Education Association #1604	12/18/2020

SIGNATURE	DATE
 Chairman Okeechobee County School Board	12/18/20

 Superintendent of Schools Ex-Officio Secretary to the Okeechobee County School Board	12/18/20
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APPENDIX A OFFICIAL GRIEVANCE FORM

NAME _____

SCHOOL _____ POSITION _____

HOME ADDRESS _____ HOME PHONE _____

STEP 1

A. DATE GRIEVANCE OCCURRED _____

B. RELATES TO CONTRACT ARTICLE(S) _____

C. STATEMENT OF GRIEVANCE _____

D. RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT

DATE

E. DISPOSITION OF IMMEDIATE SUPERVISOR _____

SIGNATURE OF SUPERVISOR

DATE

- 1 Copy to Immediate Supervisor
- 1 Copy to Association
- 1 Copy to Grievant
- 1 Copy to Superintendent