

## **PREAMBLE**

This agreement, entered into this \_\_\_\_\_ by and between the School Board of Walton County, Florida hereinafter called the "Board" and the Walton County Education Association, hereinafter called the "Association." The Walton County Education Association is an affiliate of the Florida Education Association, National Education Association, American Federation of Teachers, and the AFL-CIO.

**WITNESSETH**

WHEREAS, the Board and the Association, recognize and declare that providing a quality education for the children of the Walton County Public School System is their mutual aim, and

WHEREAS, the Association, as the certified and exclusive representative of non-instructional personnel, and the Board have agreed to negotiate in good faith with respect to salaries, hours, and terms and conditions of employment, and

WHEREAS, the Board and the Association, following extended and deliberate negotiations, it is hereby agreed to as follows:

## **ARTICLE I RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the exclusive bargaining representative for all non-instructional personnel under annual or continuous employment. Such representation includes full-time and part-time personnel in the following job categories:

All full-time or regular part-time non-instructional employees of the Walton County School Board.

Such representation excludes managerial, supervisory, confidential, or instructional personnel.

- 1.2 The Board agrees not to negotiate with any other organization for the duration of this Agreement.

- 1.3 Definitions:

- A. Substitute employee means any employee hired on a day-to-day basis. A person shall not remain a substitute employee after having been assigned to work for more than six (6) continuous weeks within a prescribed position. Substitute employees who work beyond six (6) weeks shall be converted to temporary employees.
- B. Temporary employee means any employee hired for an approved position to which he/she is temporarily assigned for a period not to exceed four (4) calendar months or to replace a regular employee on a leave of absence for a period not to exceed four (4) calendar months.
- C. If a temporary continuous employee exceeds past four (4) calendar months they get paid on scale.
- D. Employee or bargaining unit member means any individual or group of individuals covered by the inclusion section of this article serving in a regularly established position.
- E. Full-time employee means any Employee who is assigned four (4) or more hours per day or at least twenty (20) hours a week.
- F. Part-time employee means any Employee who is assigned less than four (4) hours per day.
- G. Day(s) means working days unless specifically amended in context.
- H. Superintendent means the Superintendent of Schools or his/her designee.
- I. Seniority means the total length of continuous employment in any position(s) held by an employee by the Board.

- J. If a full time employee substitutes for another full time employee (in a different classification) and is receiving substitute pay, the hours are to be totaled separately from their regular hours.

## **ARTICLE II ASSOCIATION RIGHTS**

- 2.1 Upon prior arrangement with the principal, Association members may hold meetings before and after regular duty hours on school property.
- 2.2 After reaching an understanding with the principal, the Association shall be permitted to use, at no cost to the District, typewriters, computers and copiers after school hours on workdays before the building is closed and the work area is still open. Association Representatives may use the district email system to communicate information to members during break time, lunch, before and after school hours.
- 2.3 The Association shall be permitted to post notices of activities and the matters of Association concern on an appropriate and specifically assigned bulletin board in each school/worksite. In schools or worksites where bulletin boards do not exist, the Association will be responsible for purchasing such a board for posting Association notices and this should be in a place readily accessible to employees. The Association may use employee mailboxes for communications to employees. The principal or worksite supervisor shall receive copies of all materials before them being posted or placed in mailboxes. Any material that disrupts the normal functioning of school activities or is libelous shall not be posted or placed in mailboxes.
- 2.4 The Board agrees to furnish to the Association in response to reasonable requests, as available through the Superintendent's office at the expense of the Association, information concerning financial resources and conditions of the school district, as found in the official Board minutes and in accordance with Board policies.
- 2.5 The Association shall be placed on the agenda of any regular Board meeting in accordance with the provisions of the Administrative Procedures Act. The Association shall receive notification at least two (2) days before regular or special Board meetings.
- 2.6 The School Board shall provide the Association president or his/her designee with a packet containing all material related to the Board agenda at the same time material is made available to Board members. The Association president or designee may pick up the packet at the School Board District Office. At the meeting, the Board shall provide the Association president or designee with a copy of all handouts distributed after printing.
- 2.7 Any employee may request that Association membership dues be deducted from his/her pay. Such deduction may be initiated only after proper receipt of a Continuing Membership Authorization. Such authorization shall continue in

effect from year to year thereafter, unless revoked in writing between August 15 to September 15 and April 15 to May 15 of any year. Any employee revoking dues deduction must complete a dues revocation form, obtain the signature of the WCEA president or his/her designated representatives, and deliver the completed form to the Board. All dues deducted by the Board shall be remitted monthly to the Association as deducted. The Association shall indemnify and save harmless the Board from any and all claims, demands, suits, and costs incurred from any action taken or omitted by the Board for the purpose of complying with the provisions of this section. The Board is expressly prohibited from any involvement in the collection of fines, penalties, or special assessment on behalf of the Association.

The Association will notify the payroll clerk in writing on or before August 15 each school year stating the annual amount of dues to be deducted. If such notification is not received, the amount to be deducted will be the same as the previous school year.

- 2.8 The Association may make written recommendations concerning payroll deduction programs to the Superintendent and/or his designee for study and recommendation(s) to the Board.
- 2.9 Duly authorized representatives of the Association may be permitted to transact official Association business on school property, provided they make themselves known to the supervisor or designee before their conference with any employee. It is understood that no Association views on matters relating to administration-employee or Board-Association relationship will be discussed in the presence of students. The supervisor may discontinue the Association activities if it is interfering with school activities or supervisor assigned duties.
- 2.10 The Association building representative shall be given an opportunity at the conclusion of each staff meeting to present brief reports and announcements.
- 2.11 The Association shall be permitted to make brief announcements over the intercom before or after student contact hours with the permission of the principal.
- 2.12 Employees who are elected delegates to the state affiliate convention may use personal leave for personal reasons charged against sick leave. Leave forms must be submitted to each affected building principal at least five (5) workdays before the absence. In the event an elected delegate cannot attend due to unforeseen conditions, the Superintendent may make exceptions to the time limit stated herein.
- 2.13 The right to arbitrate grievances shall be granted to the Association exclusively as the sole and exclusive bargaining agent and shall not be granted to any other employee or professional organization except as provided for in F.S. 447.307.

- 2.14 The district shall provide the Association with a payroll deduction slot for the purposes of offering benefits to its members.
- 2.15 The Board will allow the Association a maximum of six (6) days release time for Association business. These days may be used for school visits, Board meetings, grievance hearings, implementation of WCEA contract, bargaining, internal and external public relations, conferences, legislative activities and the state Delegate Assembly. The Association will reimburse the Board for substitute's pay to include the number of days used up to the maximum of six (6) days. The reimbursement will include the actual cost of the substitute employee.
- 2.16 It is expressly understood and agreed that all functions, rights, powers, or authority of the administration of the school district and of the Board which are not specifically limited by the language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any other specific provisions of this Agreement.
- 2.17 The Board agrees that it will not discriminate against any employee with respect to wages, hours, or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities.
- 2.18 Association Building Representatives will be assigned to a GroupWise account. The Association will furnish names to the District in July of each year.

**ARTICLE III  
NEGOTIATIONS PROCEDURES**

- 3.1 In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Association, but the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) copies by the Association.
- 3.2 If any provisions of this Agreement or any application of this Agreement to any employee is declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, then such provision or application shall not be deemed valid, except to the extent permitted by law. All other provisions or applications shall continue in full force and effect during the term of the Agreement.

**ARTICLE IV  
GRIEVANCE PROCEDURE**

- 4.1 A "grievance" is an alleged violation, misinterpretation, or misapplication of a specific article of this Agreement.
- 4.2 All employees and the Union shall have the right to file grievances. Grievances shall be processed according to the procedures contained in this Article. There will be no reprisals against an employee for filing a grievance.
- 4.3 The aggrieved and the employer shall have the right to appoint representatives to be present for all meetings, hearings, appeals, or other proceedings relative to the grievance. The Association will represent Association members. No grievant(s) may be required to discuss the grievance if their representative is not present.
- 4.3a When grievance meetings, hearings, or conferences must be conducted during school hours, the grievant(s), witnesses and representatives shall be released from regular assignments, with pay, to attend. Nothing herein contained will be construed as limiting the right of any employee to discuss a grievance informally with the principal-supervisor and having the grievance resolved without intervention of the Association for Association members.
- 4.3b The appropriate leave form must be filled out when leaving school/worksite during work hours for Association business.
- 4.4 Failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to act within the time limits shall result in the sustainment of the grievance. The time limits may be extended by mutual agreement, which the parties shall confirm in writing.
- 4.5 The right to grieve is an employee right that the parties agree will not be abridged. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.
- 4.6 The following steps shall be followed in the handling of all grievances.

Informal Procedure – Step I: Within sixteen (16) working days of the incident giving rise to the grievance or when the grievant first gained knowledge of the incident, the aggrieved will informally discuss the alleged grievance with his/her supervisor. If the grievant's supervisor is not the designated grievance administrator for the employee, the designated grievance administrator shall have the immediate supervisor present at the meeting. Within five (5) working days, the supervisor shall give an answer orally to the employee. If the

aggrieved is not satisfied with the disposition at the informal level, he/she may initiate a formal grievance within ten (10) workdays of the answer.

Appeals from one of the following steps to the next highest step shall be filed within ten (10) working days following the expiration of time limits established for disposition of grievances at each step or the date of receipt of an official response to the grievance or whichever comes first.

Formal Procedure – Step II: If the grievant is not satisfied with the resolution of the grievance at Step I, he/she may file a formal written grievance with the grievance administrator using the proper form (see Appendix C). Grievances involving more than one employee may be filed at Step II. The grievant, the Union representative, and the grievance administrator shall meet within five (5) working days after the grievance is filed in an effort to resolve the dispute. The parties may mutually agree to waive the Step II meeting and allow the grievance to proceed to Step III. The grievance administrator shall submit his/her written decision to the grievant and the Union within seven (7) working days after the Step II meeting. If no Step II meeting is held, the grievance administrator will submit a written decision within five (5) working days after the waiver is agreed upon.

Step III: If the aggrieved is not satisfied with the disposition at Step II, the grievance may be submitted to the Superintendent or designee. Within seven (7) workdays from receipt of the grievance, the Superintendent or designee shall meet with the aggrieved. Within seven (7) working days after the meeting, the Superintendent shall indicate the disposition of the grievance in writing to the aggrieved.

STEP IV: If the aggrieved is not satisfied with the disposition at Step III, the aggrieved may choose to submit the grievance to either a School Board hearing or an arbitrator. If the aggrieved chooses a Board appeal, the Board shall hold a hearing within thirty (30) calendar days after the receipt of the grievance. The aggrieved and the Board shall have the right to include in its representation such witnesses and counselors as they deem necessary to develop facts and proofs pertinent to the grievance. All expenses of counselors and witnesses for each party will be handled by the party requesting their attendance. Upon conclusion of the hearing, the Board shall have seven (7) working days in which to provide its written decision to the aggrieved. Such decision is final and not subject to the arbitration step of this Article.

STEP V: If the grievance remains unresolved at the conclusion of Step III, the grievance may be submitted to final and binding arbitration. Employees who choose a School Board hearing may not submit the grievance to arbitration. The aggrieved must notify the Board within twenty (20) working days in writing if the grievance is submitted to arbitration. If the parties are unable to agree on an arbitrator, the American Arbitration Association shall be requested to furnish a

panel of five (5) names. The Board and the aggrieved respectively shall alternate by striking a name until one is left. The parties may request an entire new panel if they so desire and provided the parties mutually agree. The rules of the American Arbitration Association shall govern the proceedings. The arbitrator shall have no power to alter the terms of the Agreement. The cost of the arbitrator will be shared equally. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

- 4.7 The right to proceed to the arbitration step shall be limited to the Union.
- 4.8 The Association will be notified of all hearings conducted relative to grievances involving bargaining unit members. The Association may be present for any grievance hearing. Nothing in this Article shall be construed to prevent any employee from presenting his/her own grievance, provided the Association has been given the first right of refusal to process the grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance. Employees who desire to utilize the grievance procedure, but who do not want Association representation, shall adhere to the following conditions:

The employee must arrange for their representation.

The adjustment of the grievance must not be inconsistent with the terms of this Agreement.

Association officials are given the opportunity at no loss of pay, to be present during the adjustment of the grievance, including all discussions held between employees and the Board or its representatives in connection with the grievance.

The Association is provided with a copy of all written decisions concerning the grievance. The grievance procedure shall not obligate the Association to represent non-members.

- 4.9 Notwithstanding the expiration of this Agreement, any grievance filed before the expiration of the Agreement having begun there under may be processed through the grievance procedure until resolution.

**ARTICLE V  
WORKING CONDITIONS**

- 5.1 The Board will continue to make every reasonable effort to provide and maintain safe working conditions. The Association will cooperate in these efforts and encourage employees to work in a safe manner.
- 5.2 No employee engaged in work, which the supervisor has determined to be hazardous, and warrants other than normal precautions to be taken, shall be permitted to work alone, or beyond the call or observation of another employee.
- 5.3 The Board agrees that all district vehicles that transport employees shall be maintained in a safe operating condition.
- 5.4 The parties agree to establish School/Worksite Safety Committees consisting of equal numbers of Association Representatives and Board representatives. The committee will have the power to investigate any employee complaint concerning safety and health and make recommendations to the Board for resolution of the complaint. The committee will meet at least quarterly to review safety concerns and issues and make recommendations for improving safety and health conditions at schools.
- 5.5 The Association agrees to encourage all employees to report all accidents immediately, as required by existing regulations.
- 5.6 A copy of all annual safety and facility inspection reports will be made available to the Association.
- 5.7 The Board shall provide approved first aid kits and materials in all work areas and on all vehicles.
- 5.8 Each school shall develop an emergency procedure to be utilized in any natural disaster or in the event a trespasser enters the building.
- 5.9 Educational Support Personnel shall not be required to administer medication or perform any invasive medical procedures in accordance with Florida Statutes 232.46 and 232.465.

When Educational Support Personnel occupy positions that require the performance of such procedures or voluntarily accept employment for or transfer to positions that have such requirements, they will receive proper training as specified in the Florida Statutes. The School Board will fund costs of such training.

- 5.10 Heating and air conditioning equipment will be maintained in each school.

- 5.11 The Board shall provide required safety clothing and equipment this shall include shoes, one pair per year, for lunchroom and custodial staff, as required by PAEC
- 5.12 It shall be the responsibility of the employee to report, in writing, potentially unsafe or hazardous conditions to the immediate supervisor who shall have the condition investigated. If an unsafe or hazardous condition exists, the supervisor will take steps to correct the condition. Such reports shall be made available upon request.
- 5.13 School sites shall inform all bus drivers thru emergency card, of any health issues of a student riding his/her bus. Examples: bee allergies, any other allergies, asthma, chronic nosebleeds, epileptic, diabetic, heart conditions that are listed on his/her emergency card. A copy of the emergency card will be made for bus drivers for any student with a red flagged medical health issue.

**ARTICLE VI  
GENERAL EMPLOYMENT**

- 6.1 It is the policy of the School Board of Walton County to employ and retain as employees those best qualified to fulfill the needs of the public without regard to race, color, religion, national origin, sex and/or age.
- 6.2 Substitutes will not be used to fill vacancies for more than 6 (six) weeks. If at that time a vacancy exists, it will be filled according to Article XI.
- 6.3 All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Thereafter, the Board shall not require any employee to take a physical or psychological examination unless; there is probable cause to believe a medical problem exists. The employee shall be notified in writing of the probable cause that warrants such examination. In all such cases, the employee shall select the physician from a list of three physicians provided by the Board. The Board shall pay for the examination and all other expenses.
- 6.4 The Board shall make reasonable efforts to negotiate with a health care provider to provide pre-employment physicals at the employee's expense at a reduced cost.
- 6.5 During each four (4) hour period of work, each employee shall be entitled to a ten (10) minute break. Employees working six (6) or more hours shall be provided an unpaid, duty free meal period of 30 minutes and two (2) paid ten (10) minute breaks.
- 6.6 Employees shall not be permitted or required to work before or after the workday without compensation.
- When school is not in session, employees may be given access to the building with prior approval of the principal.
- 6.7 In case of emergency employees may leave their work location, provided they receive prior approval of the facility manager or his/her designee.
- 6.8 Existing employee restrooms shall be maintained and supplies provided at each school.
- 6.9 Time lost by an employee for appearances on behalf of the School Board, judicial board, or legal authority in connection with any incident in this Article shall result in no loss of wages or reductions in accumulated leave.
- 6.10 Employees may leave school property during their lunch periods.

- 6.11 Employees may be permitted to leave school property during work hours with their supervisor's approval or with appropriate leave.
- 6.12 A time sheet will only be filled out if overtime, ESE or Title I is involved, unless otherwise required by law.

**ARTICLE VII  
EMPLOYEES' AUTHORITY AND PROTECTION**

- 7.1 School employees have the authority and responsibility to establish and maintain a safe environment both in the school and on the school bus. If physical contact to maintain a safe environment becomes necessary, the means and nature of the contact shall be reported to the administration.
- 7.2 Employees shall refer discipline problems to the Teacher or Principal/Site Supervisor. The Principal/Site Supervisor will provide feedback to the employee regarding the disposition of a referral.
- 7.3 A copy of the student discipline referral process will be included in the staff handbook/information packet distributed to employees at the beginning of each school year.
- 7.4 The principal shall report assaults to the Superintendent and the appropriate law enforcement agency central office within twenty-four (24) hours, of his/her knowledge of the incident. The employee may file charges against the student should he/she desire to do so.
- 7.5 The school bus driver shall have the authority and responsibility to control students during the time students are on the school bus. If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect themselves and students on the bus. The school district shall provide training to drivers in handling disruptive students. The Board shall install video recording devices on all busses by the end of the 2003-2004 school year. The Board shall ensure that all video recording devices are maintained in good working order.

## **ARTICLE VIII EMPLOYEE RIGHTS**

- 8.1 All reports and forms required by the Board to be completed shall be completed on paid time.
- 8.2 Each employee shall have the right to inspect his/her permanent file(s). Such examination shall be done during normal business hours pursuant to an appointment made for such purposes, provided that the appropriate administrator may waive the need for an appointment. A representative of his/her choice may accompany the employee, and a representative of the Board shall also be present during such review. The employee shall not permanently remove any item from his/her file, but shall be allowed copies of such at cost.
- A. When any complaint, reprimand, or other such evaluative material is added, deleted or changed in an employee's permanent file(s), a copy of the same shall be made available to the employee, who shall acknowledge receipt of the same. If any employee is required to sign any such material within his/her file, such signature shall designate receipt only and not agreement.
1. If the Board chooses not to investigate a complaint, no copy or record shall be placed in the employee's personnel or department file. Uninvestigated complaints shall not be used as a basis for any reprimand, other disciplinary action, or evaluation.
  2. It is the employees responsibility to notify the District Personnel Office when their address, phone number, emergency contact person or education changes.
- B. All employees shall have the right to comment, responsively, without censorship, on all such evaluative material and said comments shall be included in their official records. Any such response must be submitted within thirty (30) workdays after such material is provided to the employee. Such response shall be attached to file copies of such evaluative material to which the response is directed. Material shall be released outside of the Board as required by law and as the interests of the Board and/or the employee clearly require. If released, the employee shall be advised of the same to the extent permitted by law.
- C. Supervisors will notify employees that they are entitled to have present a representative when being officially reprimanded or disciplined. No reprimand or discipline shall be discussed by the administrator(s) or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline. Provided this shall not preclude such discussion as is necessary to establish the facts and/or process such reprimand or discipline to the

School Board. The employee shall have 48 hours notice of any such meeting.

8.3 Classified employees shall be afforded the following:

- A. An employee required by the Board to provide his/her personal transportation shall be reimbursed by the Board at no less than the rate allowed by law. Such requirement shall not include routine travel to and from the employee's home and the worksite to which assigned.
- B. Employees shall be admitted without charge to school functions subject to the following conditions:
  - 1. The employee presents proper identification for admittance.
  - 2. The employee is assigned to work at the school which is a participant in the activity. Countywide employees, bus drivers, and elementary school employees shall designate a school in which to receive free admission. The District will issue these employees a pass each August.
  - 3. Activities that are not controlled by the district are not subject to this provision.

8.4 If any employee is sued in a tort action as a result of any action taken by the employee in the proper exercise of his/her responsibilities, the Board will provide for the defense thereof.

8.5 Tentative work schedules shall be available the last day of July before the next school year and no later than the last working day in December for the second (2<sup>nd</sup>) semester. It is understood the schedules are tentative and subject to change before the first (1<sup>st</sup>) day for students.

8.6 The Board and Association agree that employees shall be accorded all rights as guaranteed by the laws and the Constitution of the State of Florida and the United States of America in the implementation of this Agreement.

8.7 All employees have the right upon written request to authorize payroll deductions for programs other than dues deductions that have been approved by the School Board.

8.8 This Agreement shall not be interpreted or applied to deprive bargaining unit members of professional or occupational advantages heretofore enjoyed, conditions that are improved for the benefit of bargaining unit members shall be implemented as required by the provisions of this Agreement.

- 8.9 Any employee who works as a gate keeper for a school sponsored event will be paid \$8.00 per hour.
- 8.10 Reasonable efforts will be made to ensure that duty assignments are equal within classifications at the worksite.

**ARTICLE IX  
TRANSFERS AND REASSIGNMENTS**

9.1 Voluntary Transfers and Reassignments

- A. Any employee who has been working at a work location for at least nine (9) consecutive months, shall have the right to apply for a transfer to another work location within the same job classification, unless transfer was due to a reduction in force, then said time frame is removed.
- B. The application shall be in writing.
- C. If a vacancy shall occur within nine (9) calendar months of application authorized under Article 11, the supervisor of the work location with such vacancy shall consider such applicant(s).
- D. In the selection of employees requesting transfer, when qualifications, interview results, and satisfactory experience are equal, seniority shall prevail.

9.2 Involuntary Transfer and Reassignments

- A. Except in emergency situations, an involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the supervisor, at which time the employee shall be informed in writing of the reason thereof. In the event that the employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent shall meet with him or her. The employee may have a representative of their choice present at such meeting.
- B. Except in emergency situations, notice of an involuntary transfer or reassignment shall be given to employees at least fifteen (15) calendar days in advance, and a list of open positions in the school system shall be made available. An employee being involuntarily transferred or reassigned shall not be reduced in rank. Such employees will be given an opportunity for interviews in positions for which they qualify, or can achieve qualifications within thirty (30) days.

**ARTICLE X**  
**Fair Discipline and Dismissal**

- 10.1 An employee who has completed an initial ninety (90) calendar days of continuous service during the first year of employment shall not thereafter be discharged or suspended except for just cause. Extensions to this period for no more than sixty (60) calendar days may be granted by mutual written consent of the Board and the employee. Employees will be counseled when deficiencies exist. An employee on a paid leave of absence shall be deemed to be in continuous service. Employees who have not completed such period of employment may be discharged without recourse and shall not be subject to Article X herein nor otherwise challengeable under any other provisions of this Agreement.

Employees not employed on a continuous employment contract will be employed on an annual contract up to three (3) years by the School Board. At the expiration of the annual contract, there will be no guarantee of a position for the coming year. If the position will be available the next year, the employee will be considered for another year. If the employee is non-renewed, then he/she will be notified.

At least six (6) weeks before the close of the post-school conference period, annual contract employees will be notified in writing as to the renewal or non-renewal of their contract.

By April 1 of the school year, any third (3<sup>rd</sup>) year annual contract employee who will be recommended for another year of annual contract rather than continuous employment will be notified, giving good and sufficient reasons for such recommendation.

- 10.2 The term "just cause" as used herein shall include but not be limited to the following reasons. It is agreed that an employee whom the Board determines to have committed any of the acts listed below shall be cause for immediate termination. This paragraph shall not be construed so as to require the Board to terminate an employee when it is determined by the Board that other disciplinary action may be more appropriate.
- A. Selling, using, being under the influence of or in possession of narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting for work in such conditions.
  - B. Intentionally defacing, destroying, or otherwise doing harm to Board property. Provided that the terms of defacing, destroying, and/or harming as used herein shall not be construed to mean actions of an employee which are considered part of his/her normal work responsibilities nor any damages resulting there from.

C. Stealing, dishonesty, willful misconduct, willful neglect of duty or gross insubordination.

D. CORRECTIVE MEASURES

Except as identified above discipline shall be corrective and progressive in nature, and shall be given as soon as possible in relationship to the event giving rise to such action, but in no case more than seven (7) working days after the investigation is complete. Employees who are terminated for reasons other than the types of reasons described above shall be provided with the sequence of corrective measures as provided below:

A. First offense – oral warning – no less than one (1) oral warning shall be required provided that additional oral warnings may be used at the Board’s discretion.

B. Second offense – written warning and/or written reprimand if within ten (10) calendar months of the first offense.

C. Third offense – suspension by the Superintendent without pay for no more than three (3) days.

D. Fourth offense – termination. The Board may, at its option, as an alternative to termination, return the employee to probation for a specified period of time in writing. It is the intent of parties that such return to probation is for the purpose of stimulating the employee to improve his/her actions. An employee so returned shall suffer no loss of pay by reason of being returned to probationary status.

Corrective measures taken under (A) above shall be taken for just cause and such actions shall not be subject to the arbitration step of the grievance procedure of this Agreement. The reckoning period is twelve (12) months.

The term “offense” as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type.

In actions of either (A), (B), or (C) above, the immediate supervisor of the affected employee shall schedule a meeting with the employee in order to discuss the action(s) above. The employee is entitled to Union representation and will be notified of same by the Supervisor.

- E. The written actions in “D” above shall have as part of their content the reasons for the discipline, detailing the exact nature of the charges.

**ARTICLE XI  
VACANCIES AND PROMOTIONS**

- 11.1 The term “promotion” as used in this Article means the advancement of an employee to a higher rated job classification or the same classification and/or pay grade with additional hours of work in such classification and/or pay grade within the bargaining unit.
- 11.2 Preference will be given to current employees for vacancies. Outside applicants shall not be considered until the five (5) most qualified employees, as determined by the facility manager, have been interviewed. When the qualifications and total satisfactory experience of the applicants are substantially equal, seniority shall prevail.
- 11.3 A notice listing those employees who have applied for the position(s) and the employee(s) recommended for such position(s) shall be posted, with a copy to all employee applicants and the ESP Association President. The failure of an employee to receive such copy shall not be construed so as to limit the Board’s authority to select promotional assignments as provided herein. Notification may be done by e-mail or by courier service.
- 11.4 Notices of any openings shall be posted for five (5) working days in every school/worksite and on the District Website. Notices of any openings for a supplementary pay position shall be posted for five (5) working days in the school/worksite in which the opening occurs. Personnel employed at the school/worksite shall have first consideration. If the supplementary position is not filled within the school/worksite, the position shall be posted in all schools/worksites for five (5) working days. In emergency situations posting may be less than five (5) working days with the approval of the ESP Association President.
- 11.5 In filling after-school and summer school positions, job announcements shall be posted ten (10) days before filling each position, when possible. If time does not allow for the ten (10) days, mutual consent of the parties is needed.
- 11.6 In selecting employees for summer programs, employment shall be offered to employees who:
- A. Have submitted the appropriate application, on or before the established deadline.
  - B. Are qualified to perform the duties of the position.
  - C. Are on continuous employment

1. Summer employment may be offered to annual contract employees after all qualified employees holding continuous employment positions have been offered jobs.
- 11.7 Applicants may secure the application form from the Superintendent's office. Employees may update an application already on file.
  - 11.8 When additional hours are available and providing the employee submits a written request, the employee's work hours can be increased or decreased by the site administrator without advertising.

**ARTICLE XII  
REDUCTION IN PERSONNEL**

- 12.1 Except as otherwise provided herein, if it is necessary to reduce the number of employees or the number of hours to be worked, the most junior employee within the affected classification at the affected location shall be the first laid off or reduced, provided the remaining employees are able and qualified to perform available work. When employees are to be recalled, the first to be recalled shall be those last laid off within the preceding twelve (12) month period. For the purposes of this Article, layoffs and/or bumping shall utilize the following procedures:
- A. Bumping shall take place within the job classification countywide.
  - B. An employee who is within twelve (12) calendar months of fulfilling the legal length of service requirement necessary for vesting retirement rights in the Florida Retirement System and who is not otherwise entitled to countywide bumping rights may, at his/her option be provided the opportunity for such countywide bumping rights. An employee holding more than one (1) position shall establish seniority in each position independently provided his/her bumping rights shall be limited to the primary position.
  - C. An employee who is promoted or transferred to another job classification within the bargaining unit and thereafter is affected by layoff or reduction in hours of work may exercise his/her seniority for bumping purposes in the job classification held immediately prior to such transfer or promotion as a regular employee.
  - D. A list of employees on layoff shall be made available to all worksites. Such employees shall be offered the opportunity to substitute in their laid-off classification before other or non-employees are utilized. If utilized such employees shall receive the substitute rate of pay.
- 12.2 Subject to the preceding paragraphs, a bumping procedure shall be utilized to layoff in succession the most junior employees provided the remaining employees are able and qualified to perform the work remaining. In the event the Board effectuates and bumping procedure as described herein and as a result of such procedure an employee bumps into a position in which he/she had bumping rights and the employee refuses to accept the assignment, the Board may dismiss the employee for refusal to accept the assignment. The right to waive bumping rights and accept layoff shall be limited to those layoff situations where a reduction of hours is effectuated and shall not apply to an employee who suffers layoff as a result of the Board reducing the number of employees.

- 12.3 Employees to be laid off will have at least thirty (30) calendar days notice of layoff. The Union shall receive a list of employees to be laid off on the same date the notices are issued to the employees.
- 12.4 For the purposes of this Article and Article XI (Promotions), a seniority list shall be provided to the Union within sixty (60) days of this Agreement's effective date, and quarterly thereafter.

## **ARTICLE XIII LEAVES**

- 13.1 The following general provisions shall apply to all leaves:
- A. Leave may be granted on the request of an employee and shall be for a particular purpose or cause which shall be set forth on a form provided by the Board. If at any time the reasons given for requesting leave have changed, the employee shall promptly notify the Board and the employee shall be directed either to return to duty or continue on leave.
  - B. Employees whose regular work day is more or less than eight (8) hours per day shall earn and be granted appropriate leave on a pro rata basis.
  - C. Employees shall be entitled to take leaves of absence in fifteen (15) minute or greater blocks of time.
  - D. Employees shall not be required to arrange for completion of their duties during any leave of absence.
  - E. If an employee on leave fails to return to work at the termination of the leave, he/she may be subject to disciplinary action.
- 13.2 The following leaves shall be provided the employee with full pay for any time absent:
- A. Each employee shall be credited with four (4) days of sick leave at the end of the first month of employment of each contract year, and thereafter is credited with one (1) additional day of sick leave at the end of each month of employment. However, no employee may earn, during any fiscal year, more than the total of one (1) day of sick leave for each month of employment. Sick leave is accumulative from year to year. Sick leave may be used for personal or immediate family illness or injury.
  - B. The Board shall furnish each employee with a written statement setting forth the total accumulated sick leave credited for said employee.
  - C. An employee shall be entitled to illness/injury in-line-of-duty leave with pay when he/she has to be absent from duty because of a personnel injury in the discharge of his/her duty or an illness contracted as a direct result of his/her employment, if it can be proven that the illness was not contracted from another source.

- D. Said leave for each illness or injury shall be for a period not to exceed ten (10) working days during the school year. Said leave shall not be chargeable to sick leave, except as provided in Section E below. An employee may request additional leave as provided in Florida Statutes.
- E. If additional leave is needed and not granted under the provisions of Florida Statutes, the employee may elect to take accrued sick leave or to be paid under Worker's Compensation by using his/her accumulated sick leave. In that case, his/her remaining sick leave balance shall be prorated downward according to the percentage of his/her daily rate not paid through Worker's Compensation.
- F. Each employee shall have up to six (6) days personal leave per year with pay. Employees shall not be required to give reasons for personal leave other than it is personal. Requests for personal leave shall be submitted to the appropriate supervisor one (1) day in advance of beginning such leave, except in cases of emergency. The approval of personal leave is contingent upon the need to ensure adequate staffing exists at each worksite.
- G. Upon written application, leave with pay may be granted for employees to be assigned to be temporarily away from their regular duties for the performance of other work related services, participation in surveys, meetings, study courses and workshops, chaperoning student groups, or participating in other activities at the discretion of the Superintendent. The Board shall grant such leave only for activities that serve to benefit the school system.
- H. Any employee subpoenaed to serve on jury duty or other court matter during working hours shall be granted leave with pay. The employee shall retain all mileage reimbursements serving on such duty.
- I. Any employee who is subpoenaed or summoned to testify in matters concerning his/her employment during working hours shall be granted leave with pay for such time, provided a copy of the subpoena or summons is attached to the leave request prior to taking leave. In such instance, the Board shall provide for the employee's expenses in such matter.
- J. An employee in the District who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the Florida National Guard, shall be entitled to leaves of absence from his/her respective duties without loss of pay, time, or efficiency rating, on all days during which he/she shall be engaged in active state duty, field exercises, coast defense exercises or other training ordered under the provisions of law or the provisions of the United States

military or naval training regulations for such personnel when assigned to active duty; provided the leaves of absence without loss of pay so granted shall not be in excess of seventeen (17) days at any one (1) time.

- K. Leaves with pay shall be granted for one (1) day, for the purpose of a physical examination required by induction into the military service. Copies of orders requiring the examination shall be provided the Personnel Department upon application for such leave of absence.
- L. Military leave shall not affect an employee's annual leave time for those positions earning annual leave.
- M. An employee shall attach copies of all military orders to his/her request for leave.
- N. The employee shall endeavor to have his/her periods of training scheduled during his/her summer non-working period. In cases where the employee requests military leave during the school term, the employee shall furnish a letter from his/her commanding officer indicating the necessity of taking leave at that time.
- O. Employees must be paid for eleven (11) or more days a month to have insurance premiums paid by the school district. If fewer days are paid the employee will be required to pay for health insurance.

13.3 Annual leave shall be subject to the following provisions:

- A. Twelve (12) month employees with up to five (5) years of service shall earn twelve (12) days annual leave per year; those employees with five (5) to ten (10) years of service shall earn fifteen (15) days annual leave per year; those employees who have ten (10) or more years of service shall earn eighteen (18) days annual leave per year. Employees assigned less than twelve (12) months shall not earn annual leave. Employees who previously held less than twelve (12) month positions shall receive credit for the accumulation of annual leave for each year of full-time service in a nine (9), ten (10) or eleven (11) month position.
- B. For purpose of computing the number of years of service in order to determine the number of days of annual leave to which an employee is entitled, a year of service is earned when an employee is employed for one (1) or more days beyond six (6) months within a fiscal year.
- C. Annual leave may be used any time during the year subject to the approval of the employee's supervisor.

- D. Annual leave may not be used by an employee before completion of probation. If such employee leaves the school system, he/she shall receive no annual leave pay.
  - E. An employee who terminates for any reason shall receive payment for all the annual leave accrued through his/her last day of employment.
  - F. An employee may accumulate up to 45 (forty-five) days of annual leave.
- 13.4 Long term leave without pay may be granted for reasons of illness, personal (including child rearing), political (including for and/or serving in public office), and military under the following provisions:
- A. All leaves of absence, unless specifically stipulated otherwise, shall terminate on June 30 of the fiscal year the leave was granted.
  - B. Upon request of the employee, extension of leave shall be granted, said extension shall not exceed one (1) additional year.
  - C. A less than twelve (12) month employee who desires an extension of leave for a part or all the following school year must submit a request to the Superintendent in writing by May 1 of the school year for which leave was granted. In the event leave was granted after May 1, written request for an extension of leave should be made as soon as practicable. The Board shall notify all employees on leave of this provision, by mail, by March 15 of the year the leave is to end.
  - D. A twelve (12) month employee who desires an extension of leave must submit a request to the Superintendent in writing at least two (2) months prior to the termination of the leave.
  - E. Extended military leave shall be granted without pay to an employee who is required, or who volunteers to serve, required military obligations, in the Armed Forces of the United States.
  - F. An employee granted long term military leave shall be reemployed provided that:

The tour of duty is completed.

An application for reemployment is filed within six (6) months following the date of discharge or release from active military duty.

Reassignment within a reasonable time, not to exceed six (6) months is afforded the Board, except as provided by P.L. 94-286.

- G. No leaves shall be granted to any employee who desires to seek employment in another field.
- 13.5 Employees may elect to receive annual payment for any unused accumulated sick leave earned in the current school year. Payment for the days requested shall be based on the employee's current daily rate of pay multiplied by eighty (80%) percent.
- 13.6 Employees shall be entitled to transfer sick leave credit from other Florida school districts or a state educational agency to the District. Transferred sick leave shall be in addition to sick leave that an employee is entitled to earn from the District. An employee's transferred sick leave shall not exceed the amount or rate earned during employment with the District.
- 13.7 An employee may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to that employee. Any employee who is a recipient of such donated leave shall not use the leave until all of his or her sick leave has been depleted, excluding leave for a sick leave pool.

**ARTICLE XIV  
EMPLOYEE EVALUATION**

- 14.1 The purpose of employee evaluation is to support decisions concerning employee discipline, promotion and improvement. Evaluation shall be the responsibility of the immediate supervisor who shall not be a member of the bargaining unit.
- 14.2 Within two (2) weeks of the beginning of each school year or after initial employment, whichever is applicable, the immediate supervisor shall fully inform each employee under his/her supervision of the evaluation procedures, criteria, standards, and instruments to be used as well as who will observe and evaluate his/her performance.
- 14.3 Probationary employees shall be evaluated not less than twice during the probationary period. All evaluations shall be conducted openly with full knowledge of the employee and without the use or aid of electronic equipment. The initial evaluation shall be preceded by a period of not less than thirty (30) working days and there shall be a fifteen (15) working day period between each evaluation unless otherwise requested by the employee. Non-probationary employees shall be evaluated not less than once each year.
- 14.4 Employees shall receive all evaluations in writing within ten (10) working days after observation for the purpose of evaluation. Such written evaluation shall note strengths, weakness (if any), and specific areas needing improvement (if any).
- Summative evaluations will be discussed with an employee in a scheduled conference.
- 14.5 In the event specific areas needing improvement are noted, the employee shall be informed as part of the written evaluation what improvement needs to be made, what assistance management will provide in making the required improvements, the specific time frame within which the improvements must be made, and the consequences the employee will face if the improvements are not made within the required time frame.
- 14.6 Employees shall acknowledge receipt of their written evaluation by signing at the bottom. Such signature does not necessarily indicate agreement with the content of the evaluation, but merely indicates receipt. No employee shall be required to sign an incomplete or blank evaluation.
- 14.7 If the employee does not agree with any portion of the evaluation report given to him/her, he/she shall have the right to a conference with the evaluator and to attach a written response to the evaluation report.

14.8 The Board and the Association shall form a committee to review the performance evaluation system. The committee shall consist of one (1) Association Representative from each work group and an equal number of Board appointed members. The Board appointed members shall not be members of the bargaining unit.

**ARTICLE XV  
HOURS AND CALENDAR**

- 15.1 The Calendar Committee appointed by the Superintendent shall develop a district school calendar to be recommended to the Superintendent. Two members of this committee will be appointed by the WCEA President and two members by the Superintendent. The Board shall also appoint one (1) of its members to serve on the committee. Before April 1 of each year, this committee shall meet and confer to recommend a tentative school calendar to the Superintendent and the Board.
- 15.2 Employees shall be entitled to paid holidays according to the length of their annual assignment. Employees shall receive pay equal to their regular hourly rate in effect at the time of the holiday. Should a holiday occur while an employee is on annual leave, the day shall not be deducted from the employee's accumulated annual leave. In instances that the holiday falls on a weekend, it shall be scheduled on the following Monday or the preceding Friday.

Employees assigned to work a twelve (12) month schedule each year shall have paid holidays to be determined by the Calendar Committee.

**ARTICLE XVI**  
**EMERGENCY SCHOOL CLOSING**

- 16.1 When the emergency closing results in a day or days off for employees, the Superintendent or designee will request a meeting with the Association President or designee within ten (10) working days. The purpose of the meeting will be to formulate or recommend amendments to the calendar to substitute another day or days work in order to fulfill the complete contract year. If a mutual agreement is not reached by the next five (5) working days, the Superintendent shall recommend a calendar adjustment to the Board.
  
- 16.2 When a school is officially closed by the Superintendent, no leave days previously arranged by an employee of an affected school will be deducted for such emergency day(s).

## **ARTICLE XVII COMPENSATION**

- 17.1 The basic salaries of employees covered by this Agreement shall be set forth in Appendix A of this Agreement.
- 17.2 Employees shall receive credit on the salary schedule for all verified related experience including a maximum of three (3) years military. A year of service is defined as full-time actual service rendered under contract for more than one-half (1/2) of the number of days or more than one-half (1/2) the number of total hours required for the normal contractual period of service for the position held. Sick leave and holidays for which an employee receives compensation shall count towards a year of service. All other types of leave and holidays are excluded. An employee who has served in the active duty military and is honorably discharged or is discharged under honorable conditions can receive up to one (1) year experience regardless of military occupational specialty for each year of service up to three (3) years. Any additional credit for military experience beyond three (3) years must be verified as job related. In no event shall the years of experience allowed for military service exceed the years of military service.

New employees will have three (3) months from their hire date to submit experience verification in order to receive credit on the salary schedule. An exception to this will be permitted only if the employee can show proof that he/she has requested verification from the former employee within the allotted time frame and the former employee has failed to respond to this request. In this instance one (1) additional month, or a total of four (4) months will be allowed for submission of experience verification.

Effective February 1, 2009, employees hired on or after this date, with exception to active duty military retirees will not be given credit for years of experience for which they are drawing retirement funds. Active duty military retirees who are honorably discharged or discharged under honorable conditions will receive credit for no more than three (3) years experience for pay purposes.

- 17.3 Extra pay for extra duty positions are listed in Appendix B.
- 17.4 Employees shall receive twelve (12) equal monthly installments. The first will be issued the last working day of August with subsequent checks being issued according to the twelve (12) month calendar.
- 17.5 Employees who may be required to use their own automobiles in the performance of their duties, and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel in accordance with Board approved reimbursement rates.

- 17.6 The Board shall provide terminal pay upon retirement or death. Such terminal pay shall not exceed an amount determined as follows:
- A. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
  - B. During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
  - C. During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
  - D. During service years through twelve (12), the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - E. During and after the thirteenth (13<sup>th</sup>) year of service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.

If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his/her beneficiary.

Employees who are retiring, terminating with at least ten years of service or entering into DROP and have accumulated at least \$1,000 in terminal leave pay will participate in the BENCOR Plan. Those employees terminating DROP will have immediate access to all BENCOR Plan contributions. Distributions may be subject to IRS early-cash distribution penalties. If a participant's distribution request form is received by Wednesday of any given week, it will generally result in a check being mailed to the participant's address on the following Monday. This timeframe also applies for rollovers into other qualifying plans or into IRAs. This distribution schedule assumes that money has been sent by Walton County School District to the trustee, Wachovia Bank NA, and that the distribution request form has been properly completed. FICA/Medicare taxes are not paid on Plan contributions. This represents a 7.65% savings to the employee. Federal income tax is deferred until the employee withdraws funds.

- 17.7 Upon resignation or retirement, employees shall be paid a lump-sum payment for any accrued annual leave. In the event of an employee's death, the beneficiaries shall be paid.
- 17.8 Principals shall make reasonable efforts to avoid assigning employees as substitutes for teachers, except as the needs of the District shall clearly require.

17.9 Employees shall receive an itemized description of additional pay on or before August 2009 pending availability of district resources.

Article 17.9 will be reopened in August 2009 if the above agreement has not been accomplished.

**ARTICLE XVIII  
INSURANCE**

- 18.1 An insurance committee shall be responsible for making recommendations to the Superintendent and the Board on the implementation of an insurance program for the employees of the School District. The committee shall consist of four (4) members appointed by the WCEA and four (4) members appointed by the Superintendent.
- 18.2 One (1) of the committee members appointed by the Superintendent shall be chairman of the insurance committee. It will be the responsibility of the chairman to organize meetings as needed and provide information about the program to committee members.
- 18.3 A payroll deduction slot for the group health plan will be provided to all employees.
- 18.4 A payroll reduction plan and slot will be provided to employees. The insurance committee shall be responsible for recommending a plan to the Superintendent and Board.
- 18.5 The Board shall pay any charge to employees for participating in a payroll reduction plan. This amount shall not exceed two (2) dollars per month.
- 18.6 A maximum of three (3) payroll deduction slots shall be provided for use by WCEA or its designee (PESCO) for insurance and annuity programs. Such programs shall not include major medical health insurance.
- 18.7 The Board shall pay the annual premium for each employee's individual health plan.

## **ARTICLE XIX TRAINING**

- 19.1 Board training programs shall be planned by a training committee comprised of one (1) Union selected employee from each work group and a number of Board selected committee members not to exceed the number of employees. The Board selected members shall not be part of the bargaining unit.
- 19.2 Planning of training programs shall be on the expressed needs of the employee and the recommendations of the training committee. In developing training programs, priority attention shall be given to the following areas in addition to those otherwise planned:
- A. Board policies, rules and regulations
  - B. Safety
  - C. Inter-group relations
  - D. Changes in specific jobs
- 19.3 The Board agrees to establish a joint training committee for bus drivers. The committee shall be comprised of one (1) Union Representative from each bus barn and an equal number of Board selected committee members. The Board selected members shall not be part of the bargaining unit. The committee shall have input to determine what training(s) are conducted and the schedule for such training(s).

**ARTICLE XX  
MISCELLANEOUS**

- 20.1 A copy of up-to-date Board policies and this Agreement shall be placed in each media center, bus barn, and maintenance shop. The Association shall be provided with a copy of current Board policies.
- 20.2 The Board agrees that it will not, during the period of Agreement, officially adopt nor implement any term or condition of employment which conflicts with the provisions of the Agreement.
- 20.3 After this Agreement has been ratified by both parties, the cost of printing fifty (50) copies will be shared equally by the Board and the Association. The Board and the Association will receive twenty-five (25) copies each.
- 20.4 Any employment contract between the Board and an employee shall be subject to the terms of this Agreement.
- 20.5 This Agreement may be changed, added to, deleted from, or modified only through procedures as provided in Article III.
- 20.6 Employees shall not be required to attend meetings for which the purpose of said meeting is solicitation.
- 20.7 Working hours for ESP's will be posted in a prominent location. Such hours may be subject to change after a reasonable notice has been given to the employee by the immediate supervisor.

**ARTICLE XXI  
SICK LEAVE BANK**

- 21.1 A sick leave bank shall be established for use by participating employees when fifty-one per cent (51%) of those eligible indicate by written authorization their intent to participate.
- 21.2 All employees shall be eligible for voluntary participation in a sick leave bank after one (1) year employment in Walton County.
- 21.3 The sick leave bank shall be used only for the employee's personal debilitating illness, accident, or injury.
- 21.4 Employees shall have accrued a minimum of five (5) sick leave days left over from previous year or years before joining the sick leave bank. Each participating employee shall contribute one (1) day of sick leave in the first month of eligibility.

- A. Employees shall be eligible to join the sick leave bank on or before September 10 of each school year.
- B. Each participating employee shall contribute one (1) day of sick leave each time the bank balance falls below 25% of the number of members in the bank. No employee shall be required to contribute more than three (3) days in any school year.

If a participating employee does not have sufficient number of accrued sick leave days to contribute, his/her participation in the bank shall be restricted until such time that he/she can make the required contribution.

- C. After a participating employee's accumulated sick leave has been exhausted, he/she shall be eligible to draw in ten (10) day increments, from the sick leave bank, for any one (1) illness, injury, accident, or complication thereof. A maximum of sixty (60) sick leave days per year can be utilized. In the event that the employee does not use all sick leave drawn from the bank, such days shall be returned to the bank.
- D. Each application shall be accompanied by a physician's statement. Photostatic copies of the doctor's statement will not be accepted. The committee reserves the right to ask for a second opinion. Sick leave bank days may not be used for maternity except in the case of major complications.
- E. Extension applications for an initial illness, accident, injury, or complication thereof will be submitted within seven (7) days of the beginning date of the original or previous application.

- F. Any participating employee withdrawing sick leave days shall not be required to replace those days except as a regular contributing member to the sick leave bank.

EXCEPTION: Alleged abuse of the sick leave bank shall be investigated and, on the finding of wrongdoing, the employee shall repay all of the sick leave credits drawn from the sick leave bank and be subject to such other disciplinary action as determined by the School Board to be appropriate. Rules adopted for the administration of this program shall provide for the investigation of the use of sick leave utilized by the participating employee in the sick leave bank.

- G. If a member is incapacitated and cannot act on his/her own behalf, the member may appoint, in writing, an authorized agent to transact necessary sick leave bank actions.
  - H. A participating employee who is granted an unpaid leave of absence in which he/she does not earn sick leave shall retain membership in the sick leave bank but shall not be eligible to withdraw days nor shall he/she be required to contribute days while on leave.
- 21.5 A participating employee who retires or resigns from employment or who chooses to withdraw from participation in the sick leave bank shall not be eligible to withdraw any sick leave days already contributed, and withdrawal from the bank will not be effective until one (1) pay period after the employee submits written notice to the Payroll Clerk of his/her intent of withdrawal.
- 21.6 All applicants requesting use of the sick leave bank shall give consent for sick leave records to be reviewed by the Sick Leave Bank Committee, consisting of one (1) member from each school with participants and one (1) member from the Association.
- A. The members of the sick leave bank from each school will elect a representative by October 1 of each year.
  - B. All representatives must be members of the sick leave bank.
  - C. The committee shall establish procedures for identifying and recording contributions to and withdrawals from the sick leave bank and for complying with applicable governmental regulations and/or associated record keeping.
  - D. The committee shall review these sick leave bank procedures annually.

- E. Periodic notification of the sick leave bank status shall be reported to the members. Immediate notification shall be given if additional days are levied to replenish the pool.

Participating members' sick leave requests will be monitored by this committee for the following purposes:

- A. Participating members must show responsibility in using their own personal sick leave.
- B. The Sick Leave Bank Committee shall take all necessary precautions to preclude abuse by members.
- C. The Sick Leave Bank Committee shall make the final decision in awarding sick leave days from the sick leave bank. The decision of the committee shall be binding.

**ARTICLE XXII  
SUB-CONTRACTING**

- 22.1 The Board shall not assign non-unit employees, including supervisors and/or managers, to perform the work of employees, except in emergencies when bargaining unit members are not available or have refused to do the work as assigned except in cases where unsafe conditions are being charged by a bargaining unit member. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances that call for immediate action in a situation which is not expected to occur.
- 22.2 Maintenance and/or capital outlay work shall be subcontracted only when it is more economical and/or practical to do so.
- 22.3 The Board agrees not to enter into any agreement with any employee or group of employees which conflicts with any provision of this Agreement.
- 22.4 The Board agrees not to privatize any support function during this life of this contract except as the needs of the district clearly require.

## **Article XXIII Drug Free Workplace**

The Board's policy is to provide a drug free workplace in which employees are free from use of illegal drugs and abuse of alcohol. Any employee determined to be in violation of this policy is subject to disciplinary action as outlined below.

- A. In the event the supervisor believes a violation exists, he/she:
1. Shall counsel privately with the employee regarding the situation.
  2. Shall obtain the opinion of a second (2<sup>nd</sup>) supervisor.
  3. If supervisor(s) concur, the employee may be removed from work that day and
    - A. be sent home,
    - B. be counseled to a medical facility,
    - C. be counseled to a rehabilitation facility, or
    - D. be counseled to an Employee Assistance Program, if available.

In such events, the employer will provide safe transportation.

4. In the event that such behavior reoccurs, progressive discipline will be used, unless a severe circumstance is involved.
- B. The Board will maintain federal and state constitutional rights of all employees. Supervisors with reasonable suspicion to believe that an employee is using an illegal drug and/or using alcohol may require a drug and/or an alcohol-screening test.
- C. Convictions

Any employee convicted for a violation occurring in the workplace must notify the District School Superintendent of any criminal drug statute conviction in the work place no later than five (5) days after the conviction. The appropriate federal agency will be notified within ten (10) days after receiving notice from the employee or otherwise of receiving actual notice of such conviction. The District will take one (1) of the following actions within thirty (30) days of such conviction.

1. Take appropriate personnel action against an employee, up to, and including termination.

2. Require such employee, at the employee's expense, to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement or other appropriate agency.

D. The Board shall provide a drug free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's (School Board) workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing a drug free awareness program to inform employees about:
  - A. The dangers of drug abuse in the workplace.
  - B. The School Board policy of maintaining a drug free workplace.
  - C. Any available drug counseling, rehabilitation, and employee assistance programs.
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**ARTICLE XXIV  
GENERAL SAVINGS**

- 24.1 If any provisions of this Agreement be declared illegal by a court of competent jurisdiction, then that provision shall be deleted from this Agreement to the extent that it violates the law. The remaining provisions of this Agreement shall remain in full force and effect to the extent they may be implemented without the deleted items. By mutual agreement the subject matter affected by such declaration of illegality may be renegotiated at any time; however, if this Agreement shall be in effect for at least twelve (12) calendar months following such declaration of illegality, the parties shall renegotiate the affected provisions, such negotiations to commence within thirty (30) working days and to continue for sixty (60) calendar days or until agreement can be reached thereon, whichever shall be the sooner. Any such renegotiation shall not be subject to any of the impasse provisions of Chapter 447, Sections 447.403, 447.409 of the Florida Statutes.
- 24.2 The Superintendent shall fulfill his/her obligations as provided for in Chapter 447, Section 447.309 of the Florida Statutes.

**ARTICLE XXV  
OVERTIME**

- 25.1 One and one-half (1½) times the employee's regular rate shall be paid for overtime work under either of the following conditions:
- A. All work performed in excess of forty (40) hours in one (1) week.
  - B. All work performed in excess of ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time except employees regularly scheduled to work ten (10) hours for four (4) days per week shall receive overtime pay for hours in excess of the ten (10) hours in any twenty-four (24) hour period beginning with the employee's regularly scheduled starting time.
- 25.2 There shall be no compensatory time given except in case of emergencies.
- 25.3 An employee shall receive a minimum of two (2) hours pay for being called in to work after his/her normal working hours. This section shall not apply to an extension of work hours immediately prior to or following the regular workday.
- 25.4 The total number of hours worked and the overtime hours along with the premium pay received for such overtime hours shall appear on the employee's pay stub for such pay period.
- 25.5 Any work assigned and performed on a designated paid holiday or on a Sunday will be paid at one and one half (1½) times the employee's regular rate of pay.
- 25.6 The employer agrees that overtime work will be distributed equitably among qualified employees within a worksite. Employees assigned to overtime work must be qualified to perform the overtime work. It is recognized that certain factors; i.e., TDE, leave, continuity on jobs of short duration, peculiar environmental or skill requirements, etc., may cause temporary imbalance in the equitable distribution of overtime.

It is agreed that overtime may be required of employees by the employer. If an employee is relieved of an overtime assignment at the employee's request, the hours of overtime declined will be considered as overtime hours worked for determining the equity of overtime distribution. Employees who have been relieved from an overtime assignment at their own request will not be denied further overtime.

The Board agrees to maintain accurate records of all overtime work. The Board agrees to provide a report of all overtime worked to the Association President on request.

- 25.7 The Board agrees that any changes in an employee's normal workweek hours shall not be for the purpose of circumventing the overtime provisions of this Agreement.
- 25.8 Employees shall have the right to elect or reject compensatory time off in lieu of wages or salary at their regular rate of pay. This policy applies only to hours worked beyond the employee's regularly scheduled workweek but less than forty hours. Employees working in excess of forty (40) hours must be paid in accordance with Article XXV of the Master Contract. Employees who work up to forty (40) hours in the workweek shall earn compensatory time at the rate of one (1) hour for each hour of employment, or be compensated at the rate of one (1) times the employee's normal rate of pay. The right of employees to accept or reject compensatory time in lieu of wages or salary shall not be abridged.

The maximum amount of compensatory time that an employee may accumulate will be two hundred forty (240) hours. Employees who engage in work beyond their normal workweek and have over the maximum of two hundred forty (240) hours will be paid overtime as defined in 25.5.

Employees who work compensatory time, in lieu of overtime, shall, to the extent practicable, be permitted to use their compensatory time at the earliest date convenient to them. Normally, compensatory time-off will be granted before annual or sick leave is approved. If annual leave would otherwise be forfeited, however, annual leave may be granted before compensatory time-off.

Earning compensatory time requires the specific approval of the appropriate supervisor or administrator.

Compensatory time can be accrued and carried over from year to year.

Compensatory time-off may be used in fifteen (15) minute increments, and may be used at anytime agreed to by the employee and the appropriate supervisor.

Employees who transfer out of the bargaining unit, resign, or retire from the district will be paid for all unused compensatory time at the employee's current hourly rate of pay. If employment is terminated by death, the beneficiary designated in the person's retirement plan shall be paid for all accrued compensatory time.

The district may make payments for unused compensatory time at intervals as determined by the district. Employees will be notified thirty (30) days in advance if such payment is to be made.

**ARTICLE XXVI**  
**Bus Drivers**

- 26.1 Bus drivers shall be in two (2) classifications: Regular and standby.
- A. Regular bus drivers and regular bus attendants shall be assigned to established routes as their primary assignment. They may be assigned other departmental work, as the needs of the district clearly require. They shall not be assigned other departmental work as their primary assignment.
  - B. Regular bus drivers are regular employees and shall receive no less than twenty (20) hours of pay for each full five (5) day week of work. Regular bus attendants shall receive no less than twenty (20) hours of pay for each full five (5) days week of work.

Regular bus drivers and regular bus attendants shall accumulate these twenty (20) hours in each full five (5) day workweek but not including Saturday and Sunday or after 5:30 p.m.

- C. The bumping procedure as provided in Article XII of this Agreement shall only be applied to bus drivers and/or bus attendants when all of the conditions below are met:
  - 1. Reduction of hours for regular bus drivers when such reduction affects hours above twenty (20) hours in one (1) week and such reduction is for more than sixty (60) minutes per normal workday.
  - 2. Reduction of hours for regular bus attendants when such reduction affects hours above twenty (20) in one (1) week and such reduction is more than sixty (60) minutes per normal workday.

This article shall not be construed so as to obligate the Board to make such payment in the event a bus driver or bus attendant is unwilling to perform the twenty (20) hours of work if such hours are assigned by the Board.

- D. Standby drivers are substitute employees who may be called to assist in driving routes or other departmental work on an as-needed basis. Standby drivers shall be given a copy of this Agreement at the start of their training.
- E. A standby field trip assignment log will be posted on the bulletin board. At the end of each month the log will be updated. Standby drivers only will be listed on this log. A copy of the field trip assignment log as provided herein shall be made available to the Union Representative concurrent with such posting.

26.2 Reasonable effort shall be made to spread work opportunities for field trips equitably among all bus drivers. The Board shall post a monthly current field trip assignment log in the area assigned to bus drivers in each bus compound. The log and field trip request forms shall list regular drivers' field trip assignments and shall be, upon request, reviewed quarterly by the Union Representative and Area Supervisor. The following procedure shall be utilized for field trip assignments:

- A. A regular bus driver is normally expected to be available for field trip assignments. A driver who does not wish to drive field trips may submit such request on the proper form and he/she will not be required, except in an emergency, to accept a field trip assignment. Drivers who become regular drivers after the beginning of the school year shall be able to drive field trips and shall have the option described above. The driver will be placed on the bottom of the field trip rotation list and skip the first rotation.
- B. A driver shall not have the right to place any restrictions or conditions on his/her acceptance of field trip assignments, except for legitimate reasons as approved by the Transportation Coordinator, i.e. doctors appointments, medical emergencies, and college classes.

Regular drivers shall have preference on all field trips that do not interfere with regular school routes. It is recognized that coaches, club sponsors and volunteers may drive buses for field trips.

- C. A regular driver may be reassigned to a field trip when he/she is assigned to drive a regular school day assigned route.
- D. At the beginning of each school year, a list of drivers will be drawn up by seniority. Drivers will be contacted, in sequence from top to bottom as trips become available.
- E. Exceptions to the procedure as outlined above will be made at the discretion of the Transportation Coordinator when the needs of the school district can be best met by making these exceptions.
- F. A listing of field trips shall be posted weekly in each compound showing starting point, destination, time and assigned driver, provided that such posting reflects field trip status at the time of posting and does not require a daily update. A copy of the list will be provided to the ESP Association President each week.
- G. When the rotation procedure fails to produce a field trip driver in a timely fashion the most senior non-rotation driver, which does not require a substitute, will be assigned to drive the trip. This process will recycle in descending seniority order.

26.3 Prior to the assignments of vacant routes each normal school year, routes by administrative area of the district shall be posted in each bus compound. Wherever such information is known at the time of positing, the following shall be included: out-in time, bus number, and school(s) served. Such information is subject to change, as the needs of the district require. A driver may, at his/her option, apply for any such posted routes. Drivers shall not be reassigned to a different bus route except with the affected driver's agreement or for non-arbitrary reasons. In the event a driver is reassigned as provided herein, he/she shall be reassigned to the route driven by the least senior driver in the administrative area. When qualifications and total experience are substantially equal, seniority will prevail in the selection of drivers for vacant routes.

A. To meet the unique needs of students, up to five (5) routes shall be exempt from the normal process of assigning routes by seniority. The interview process will apply according to Article 11.2.

The reason for the designation shall be advertised with positing. Categories for Designation Routes are:

- Code 1: Medically fragile
- Code 2 IEP Plan Designation
- Code 3 Bus Management Challenge

Reasonable efforts must be made to afford bus drivers the ability to grow in their profession.

These routes shall be designated at the time of vacancy advertisement.

#### 26.4 Field Trip Format

##### **Four Zones:**

Paxton: all bus drivers for Paxton School that wish to drive field trips are on this rotation.

DFS: all bus drivers from WDE, MSE, WMS, WHS, Walton Academy and the Vo Tech school's that wish to drive field trips are on this rotation.

Freeport: all bus drivers from FES, FMS, and FHS school's that wish to drive field trips are on this rotation.

South Walton: All bus drivers from BEEC, Butler, and SWH school's that wish to drive field trips are on this rotation.

**Rotation List:** This list will rank bus drivers by seniority for their field trip zone. If a driver turns down a trip then the next driver on the list will be asked and that

driver will be moved to the bottom of the rotation list and not given an opportunity until all other in rotation have had a chance after all drivers.

**Example:** The drivers are labeled A, B, C, D & E, etc, if driver C is asked to drive and does not wish to take the trip, then driver D will be asked. And then the rotation will move to the next drivers (E, A, B, C) for following trips. The transportation coordinator or his designee have 24 hours to contact a driver by phone, cell or school fax before moving on to the next driver on the list. Drivers that wish to drive for field trips must make themselves accessible. When the semester changes at mid-term (Jan.) the rotation will remain in the same spot but, any driver that wishes to be added or dropped from the rotation will be removed or placed according to seniority. In the instance that the driver is added to the rotation during mid-rotation they will be placed into rotation according to seniority and not given the opportunity to drive until the rotation moves to them, regardless of position of cycle. There will be no back rotating. When a field trip is cancelled or bus services are no longer needed for said field trip the driver will be given 24 hours notice when possible.

26.5 2-way radios shall be provided to drivers with communication only to the Transportation Coordinator, Principal and Maintenance.

**ARTICLE XXVII  
TERM OF AGREEMENT**

This Agreement shall be effective as of \_\_\_\_\_ and shall continue into effect until \_\_\_\_\_. Re-openers shall be on salary and insurance. Should any changes in this contract be necessitated by Florida legislative action, they shall be reopened. Any other re-openers shall be by mutual agreement unless specified otherwise.

**WALTON COUNTY EDUCATION ASSOCIATION  
FEA, NEA, AFT, AFL-CIO**

**WALTON COUNTY SCHOOL  
BOARD**

\_\_\_\_\_  
Non-Instructional President

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Executive Director and  
Association Negotiator

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Non-Instructional Vice-President

\_\_\_\_\_  
Board Negotiator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**APPENDIX A  
WALTON COUNTY SCHOOL BOARD  
NON-INSTRUCTIONAL EMPLOYEE  
SALARY SCHEDULES**





**WALTON COUNTY SCHOOL DISTRICT  
NOTES TO EDUCATIONAL SUPPORT PERSONNEL  
SALARY SCHEDULES  
FY 2008-2009**

**(THESE NOTES ARE AN INTEGRAL PART OF THE SALARY SCHEDULES)**

Longevity increase: Employees with more than 30 years' experience will receive an hourly increase of 25 cents per hour.

No overtime will be allowed without prior approval from the Superintendent of Schools or her designee.

Sick Leave must be reported on a sick leave form within five (5) days after returning to work.

The length of workday and number of months worked per year for Educational Support Personnel are listed on the attached schedule.

Systems Operator II:

To qualify for Systems Operator II, an employee must work a minimum of three (3) years in the Systems Operator I slot for the Walton County School District.

Bus Drivers:

All drivers will receive a proportionate share of \$10,250 if appropriated by the Walton County Commissioners. The amount each driver receives will be based on the number of days he/she has driven in relation to the total days driven by all drivers during the year.

Those driving the Special Ed. Routes, lunch and shuttle runs, will receive compensation equal to their hourly rate of pay. Bus aides will be paid \$9.83 per hour. Substitute and extra-curricular drives will receive \$45.82 per day. Substitutes for drivers approved for 7 ½ hours days will receive \$83.82 per day.

A \$60.83 monthly supplement will be given to the gas pump attendants at Paxton, and an \$86.91 gas pump supplement for the attendants at Freeport.

Bus Garage Personnel:

In addition to their hourly rate of pay per the salary schedule, school bus mechanics will receive:

- 20 cents per hour for time worked as a Certified School Bus Inspection Trainer
- 20 cents per hour for time worked as a Master Repair Technician
- 15 Cents per hour for time worked as a School Bus Inspector

**WALTON COUNTY SCHOOL DISTRICT  
NOTES TO EDUCATIONAL SUPPORT PERSONNEL  
SALARY SCHEDULES  
FY 2009-2010**

**(THESE NOTES ARE AN INTEGRAL PART OF THE SALARY SCHEDULES)**

Paraprofessionals:

A Paraprofessional is an aide who has an Associates degree or 60 semester hours of college instruction, and is engaged in direct instruction of students.

Paraprofessionals hired before July 11, 2000 with 21 years' or less experience will be placed on the salary scheduled at line 21. They will remain on line 21 until their experience level increased beyond 21 years. Since paraprofessionals in this grouping were granted an increase of 25 cents per hour during FY 2008'09, while remaining on the same step of the salary schedule, they will continue to receive an hourly rate of pay of \$20.23 until their experience level provides for a further increase. Paraprofessionals hired before July 11, 2000 with 22 years' or more experience will be placed on the salary schedule at line 27. They will remain on line 27 until their experience level increases beyond 27 years. Since paraprofessionals in this grouping were granted an increase of 25 cents per hour during FY 2008-'09, while remaining on the same step of the salary schedule, they will continue to receive an hourly rate of pay for \$20.76 until their experience level provides for a further increase.

Teachers Aides:

A Teacher Aide fits into any of the following four (4) categories:

1. Does not have an Associates degree and has less than 60 semester hours of college instruction, and is engages in direct instruction of students.
2. Meets No Child Left Behind (NCLB) requirements through the Paraprofessional Assessment Program or has 48 semester hours of college instruction, and is engaged in direct instruction of students.
3. Is a clerical aide.
4. Is an aide who has received Child Development Associate (CDA) certification and is assigned to a Pre-K classroom.

A Teacher Aide who has met NCLB requirements by earning 48 semester hours of college instruction will be moved to the Paraprofessional pay schedule as soon as the aide completes 60 semester hours or obtains an Associates degree, provided that he or she is engaged in direct instruction of students. The district will not provided funding or certification methods for helping to meet this criteria.

**APPENDIX B**  
**WALTON COUNTY SCHOOL BOARD SUPPLEMENTS**

COMPENSATION

If the ending fund balance for the 2010-2011 fiscal year exceeds \$4,588,000.00 the School Board agrees to distribute such funds to the employees of the Walton County School district in even increments, not to exceed \$200.00 per employee. Eligibility to receive this payment required active employment as of March 16, 2011. Final checks will be distributed on/by July 31, 2011.

**APPENDIX C**  
**OFFICIAL GRIEVANCE FORM**

NAME \_\_\_\_\_

SCHOOL/WORKSITE \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_ HOME PHONE \_\_\_\_\_

STEP ONE

A. Date cause of grievance occurred \_\_\_\_\_

B. Relates to Article(s) \_\_\_\_\_ of contract

C. Statement of grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

STEP I DISPOSITION

Disposition by Immediate Supervisor: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(Signature) \_\_\_\_\_ (Date) \_\_\_\_\_

- One (1) copy to Superintendent
- One (1) copy to Grievant
- One (1) copy to Immediate Supervisor
- One (1) copy to Association

# APPENDIX D

## WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER PLAN

**EFFECTIVE DATE: August 24, 2009**

The School Board of Walton County wishes to ensure that it provides the safest means of transportation possible for its students and employees and for this purpose has adopted this **SAFE DRIVER PLAN**. This plan covers all employees who operate a school bus or drive a District-owned/leased vehicle. It applies to both the driving of the District-owned/leased vehicle and employee's personal vehicle if they hold a CDL.

This **SAFE DRIVER PLAN** is based on a point system, whereby points are applied to a variety of driving violations. The accumulation of a certain number of points within a specific time period will result in disciplinary action against the employee as covered in section III - D. For employees of the Walton County School District it does not matter whether the points were assigned for violations involving a school bus or District-owned/leased vehicle. **Any discipline associated with a moving violation will supersede Article 10.2 of the Master Contract.**

### **DISTRICT OWNED/LEASED VEHICLES & SCHOOL BUSES**

- I. Each operator of a District-owned/leased vehicle shall possess the minimum qualifications prescribed in Florida Statutes, State Board of Education rules and any other controlling regulations.
  - A. All school bus operators shall hold a valid Commercial Driver's License (CDL) for a class B vehicle with passenger (P) and school bus (S) endorsements.
  - B. The appropriate driver's license shall be carried by all Walton School District employees while operating any District-owned/leased vehicle.
  - C. Any Walton School District employee who knows that his/her driver's license had expired or has been suspended or revoked and who operated a school bus or drove a District-owned/leased vehicle shall be subject to dismissal.
  
- II. A person applying for position as a school bus operator shall have their driving record reviewed through a check with the Florida Department of Highway Safety and Motor Vehicles (DHSMV), to verify a satisfactory driving history.

Points shall be assigned for each entry on the applicant's Transcript of Driver Record in accordance with the Point Assessment Schedule under section IV. Applicants shall not be approved to operate a school bus for Walton County School District if they have:

  - A. More than three (3) points during the past twelve months (1 year).
  - B. More than six (6) points during the past thirty-six months (3 years).
  - C. More than nine (9) points during the past sixty months (5 years).

### **III. DISCIPLINARY ACTIONS:**

- A. Points shall be assigned for each employee operating a school bus or driving a District owned/leased vehicle in accordance with the Point Assessment Schedule under section IV-A. If the employee decides to go to court on a traffic citation, he/she shall have the right to request the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE to hold the assessment of points in abeyance until the court renders a judgment. Such request must be made in writing and must include the employee's name, bus/vehicle number, date of citation, nature of citation, and court date.

The DHSMV provides for the rescission of driver license points for some offenses upon successful completion of a safe driving course. Should an employee comply with DHSMV retraining requirements for removal of driver license points, the point assessment may also be rescinded upon presentation of supporting documentation from DHSMV to the Safety Committee Chairman or Transportation Administrator, within ten (10) working days after completion of the DHSMV safe driving course. The employee may use this option only **one (1)** time during a three (3) yearperiod.

- B. Any employee who operates a school bus or drives a District-owned/leased vehicle who receives notification of a driver’s license suspension, revocation, or cancellation shall be required to notify the Transportation Administrator immediately during or after normal working hours. The Transportation Administrator shall take appropriate action to insure that employee does not operate a school bus or drive any other District owned/leased vehicle.
- C. If an employee has driven a school bus or District-owned/leased vehicle when he/she should have known that his/her driver’s license was suspended, revoked, or canceled, such employee may be disciplined according to the Master Contract, Instructional and ESP and the Safe Drivers Plan.

**C.**

- D. Accrued point assessments shall be assigned in accordance with the following:
  1. A year is defined as twelve (12) consecutive calendar months.
  2. Dismissal under this section shall **disqualify** that individual for re-employment as a school bus operator.
  3. Remediation: In addition to any disciplinary action that may be implemented in accordance with this Walton County School District Safe Driver Plan, when the Walton County School District Safe Driver Review Committee deems it appropriate or necessary, an employee may be required to attend remedial training. Such training shall be provided by the District **and taught by a certified instructor.** and **Such training** may include classroom instruction or behind the wheel training in those areas identified as needing improvement. This training shall be without pay **with pay** and shall be setup by the Transportation Department **Administrator or designee.**

<b><u>Points Assessed</u></b>	<b><u>Time Period</u></b>	<b><u>Disciplinary Action</u></b>
1-3 points	One Year	Documented Oral Reprimand
4-5 points	One Year	Letter of Reprimand and 2 hours minimum remedial, without <b><u>with</u></b> pay
6-7 points	One Year	One Day Suspension and 4 hours minimum remedial, without <b><u>with</u></b> pay
8-11 points	One Year	Three Day Suspension and 8 hours remedial minimum, without <b><u>with</u></b> pay
12 or more points	One Year	<b><u>Recommended for</u></b> Dismissal /Suspension, <b><u>without pay to the School Board</u></b>
15 or more points	Two Years	<b><u>Recommended for</u></b> Dismissal / Suspension, <b><u>without pay to the</u></b> <b><u>School Board</u></b>
18 or more points	Three Years	<b><u>Recommended for</u></b> Dismissal / Suspension, <b><u>without pay to the</u></b> <b><u>School Board</u></b>

**IV. POINTS ASSESSMENT SCHEDULE**

These points shall be assessed to employees who operate a school bus or drive a District-owned/leased vehicle for moving violations **given by a Law Enforcement Officer** according to the following schedule:

Description	Points Assessed
<b>A. Moving Violation</b>	
1. Speeding	
a. 5-10 miles over posted speed limit	2 pts.
b. 11- 14 miles over posted speed limit	3 pts.
c. 15 mph or more over posted speed limit	4 pts.
d. Speeding in a school zone more than 5 mph over posted speed limit	6 pts.
2. Failed to comply with traffic instructions sign, device, or officer	3 pts.
3. Failed to keep in proper lane	3 pts.
4. Driving on wrong side of road	3 pts.
5. Driving wrong way on one-way street	3 pts.
6. Improper turning	3 pts.
7. Improper lane change	3 pts.
8. Failed to yield	
a. Entering through highway	3 pts.
b. At unsigned intersection	3 pts.
c. To overtaking vehicle	3 pts.
d. To emergency/authorized vehicle	4 pts.
9. Improper passing	
a. On a posted sign/hill/curve	3 pts.
b. Insufficient distance/visibility	3 pts.
c. On wrong side	3 pts.
d. Cutting-in	3 pts.
e. Passing a stopped school bus loading or unloading students	12 pts.
10. Driving around/through railroad crossing gate or barrier without proper authorization	4 pts.
11. Citations for vehicle defects, vehicle not properly equipped, vehicle not properly registered or insured	2 pts.
12. Seat belt violation, no/improper child restraint device	
13. Seat belt violation in a school bus or other District-owned/leased vehicle	4 pts.
14. Careless or improper driving	3 pts.
15. Special hazard-failure to use due care	4 pts.
16. Reckless driving	12 pts.
17. Driving while impaired due to unlawful use of Alcohol or drugs	12 pts.
18. Driving with open container of alcoholic beverage (operator)	12 pts.
19. Fleeing or attempting to elude a police/highway patrol officer	12 pts.
20. At-fault accident personal vehicle (citation required)	6 pts.
21. At-fault accident in any District-owned/leased vehicle (citation required)	6 pts.
22. Failure to report moving violation/accident involving personal vehicle within 72 hours of next duty day	6 pts.
23. Leaving the scene of an accident before police/highway patrol arrive	6 pts.
24. Falsification of an accident report	6 pts.
25. Failure to report moving violation/accident in any owned/leased vehicle by the end of work shift	District- 12 pts.

**B. School Bus Operators:**

These points or remedial training shall be assessed to employees who while operating a school bus receive any of these moving violations **given by a law enforcement officer or** after investigation **in accordance with the test of just cause** by the Transportation Administrator according to the following schedule:

1	Using or wearing any cell phone device or other electronic device	3 pts.
2.	Improper backing	3 pts.
3.	Following too closely	3 pts.
4.	Driving too fast for conditions	3 pts.
5.	Crossed private property to avoid light	3 pts.
6.	Failed to signal for change in directions/slowing	3 pts.
7.	Driving without lights	3 pts.
8.	Failure to dim high-beam lights	3 pts.
9.	Failure to stop before crossing railroad tracks	12 pts.
10.	Driving around/through railroad crossing gate or barrier without proper authorization	12 pts.
11.	Contact with another vehicle causing damage in excess of \$100.00	4 pts.
12.	Failure to report any damage to any District-owned/leased vehicle.	2 pts.
13.	Vehicle or property damage in excess of \$25.00, but less than \$100.00	
	1 <sup>st</sup> Offense	4 remedial hours
	2 <sup>nd</sup> Offense	6 remedial hours
	3 <sup>rd</sup> Offense	8 remedial hours
14.	Preventable Accidents to include: at the bus yard, school bus ramps, private property with or without students on board; backing into small objects, scratches.	1 <sup>st</sup> Offense
	4 remedial hours	
		2 <sup>nd</sup> Offense
	7 remedial hours	
		3 <sup>rd</sup> Offense
		10 remedial hours
15.	Accidents that threatens a life or causes personal injury or property damage in excess of \$500.00.	
	6 pts.	1 <sup>st</sup> Offense
		2 <sup>nd</sup> Offense
	9 pts.	
		3 <sup>rd</sup> Offense
	12 pts.	

**C. Driver License Suspensions, Cancellations, or Revocations**

1.	License suspended/cancelled for any reason other than PIPI (personal injury protection insurance) or FRJ (financial responsibility judgment)	4 pts.
2.	License suspended/cancelled for PIPI or FRJ	3 pts.
3.	License revoked (any reason)	12 pts.
4.	Driving while license suspended/revoked/cancelled	12 pts.

It is understood that implementation of the above does not in any way preclude the taking of disciplinary action, up to and including dismissal for violations not specifically listed in this SAFE DRIVER PLAN. The Walton County School Board reserves the right to take disciplinary action up to and including dismissal when it considers the offense serious enough, especially when the occupants' safety and welfare were at risk, and/or in cases of restriction, suspension, or revocation of a driver's license.

Overall administration of this SAFE DRIVER PLAN is the responsibility of the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE and the TRANSPORTATION ADMINISTRATOR or his/her designee. Documentation received from the Florida Department of Motor Vehicles will be received by the Walton County School District's Transportation Department and they will be responsible for the maintenance of records and any follow-up actions.

An employee has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE. The appeal shall be by letter within **fifteen (15)** five (5) working days of the receipt of the Safe Driver Committee's Report and shall state the employee's objection in detail.

**V. WALTON COUNTY SCHOOL DISTRICT SAFE DRIVER REVIEW COMMITTEE**

- A. A Walton County School District Safe Driver Review Committee will be established to review all safety violations, citations, or accidents under the Safe Driver Plan.
- B. The Walton County School District Safe Driver Review Committee will be staffed as follows:
  - 1. One representative from the Walton County School District office.
  - 2. One representative from the administrative area of the Transportation Department.
  - 3. Two full time school bus operators from north of Interstate 10, of the Walton County School District. Appointed by WCEA ESP President.
  - 4. One full time school bus operator from south of Interstate 10, of the Walton County School District. Appointed by WCEA ESP President.
  - 5. One ESP, appointed by the President by the WCEA President.
  - 6. One Instructional, appointed by the WCEA President.
  - 7. One representative from the Bus Mechanics.
  - 8. One representative from the Driver Trainers.
  - 9. One representative from the SRO.
- C. The responsibility of the Walton County School District Safe Driver Review Committee will be as follows:
  - 1. To review all safety violations under the Safe Driver Plan.
  - 2. To assess points according to Point Assessment Schedule in section IV when violations, citations, or accidents occur.
  - 3. To serve as an appeal board.
  - 4. To assign Remedial Training or Defensive Driving Course.
  - 5. To assume any other duties as deemed necessary by the **Safe Driver Chairperson** Transportation Administrator.
- D. The Walton County School District Safe Driver Review Committee will meet as follows:
  - 1. To review violations, citations, or accidents on an as needed basis for school bus operators and drivers of District-owned/leased vehicles.
  - 2. The driving record of school bus operators will be reviewed at least annually. Points will be assigned according to the Point Assessment Schedule as violations, citations, accidents, or convictions occur.
- E. The term of office for each Walton County School District Safe Driver Review Committee member will be for three (3) years. Each member may succeed himself/herself in office.
- F. The Walton County School District Safe Driver Review Committee will elect a Chairperson from the committee to serve for one (1) year.
- G. Driver Notification
  - 1. All employees under the Safe Driver Plan will be notified in writing by the Chairman of the Safe Driver Review Committee of points being placed on their record in accordance with the Safe Driver Plan's Point Assessment Schedule as described in section IV.
  - 2. All school bus operators or drivers of District-owned/leased vehicles receiving points will be informed of the number of points and the violation to which the points are assessed.
  - 3. Drivers receiving notification will be required to sign the Violation- Citation-Accident Review Form that they have been notified of the points assessed against their record

**ACKNOWLEDGEMENT OF RECEIPT OF WALTON COUNTY SCHOOL DISTRICT  
SAFE DRIVER PLAN**

I hereby acknowledge receipt of this WALTON COUNTY SCHOOL SAFE DRIVER PLAN established August 24, 2009 by the Walton County School Board in regards to accidents, citations, violations and District regulations, and understand that I am responsible for reading and understanding its contents. I also understand that my personal driving record will be considered as part of this SAFE DRIVER PLAN.

PRINT YOUR FULL NAME: \_\_\_\_\_

SIGNATURE

DATE

PRINT NAME of TRAINER: \_\_\_\_\_

SIGNATURE OF TRAINER

DATE

**WCSD SAFE DRIVER PLAN – ASSESSMENT OF POINTS**

Driver’s Name: \_\_\_\_\_ on \_\_\_\_\_, the  
Walton County School District Safe Driver Plan Committee met to review your  
involvement in a driving violation or accident, which occurred on \_\_\_\_\_.

The committee took the following action:

Violation	Points	Points	Points up to	Points
Remedial				
<u>Category</u>	Possible	<u>12 mths</u>	<u>13-24 mths</u>	<u>25-36mths</u>
<u>Hours</u>	<u>Assessed</u>			
_____	_____	_____	_____	_____

Comments:  
\_\_\_\_\_

The driving record of school operator drivers will be reviewed at least annually. Points and remediation will be assigned as convictions, incidents, or accidents occur according to the Walton County School District Safe Driver review committee. A school operator involved in a single accident or event, but convicted for more than (1) violation, will receive no more than the maximum points assigned to the highest violation category.

An accumulation of points may result in the following administrative actions:

<u>Points Assessed</u>	<u>Time Period</u>	<u>Disciplinary Action</u>
1-3 points	One Year	Documented Oral Reprimand
4-5 points	One Year	Letter of Reprimand and 2 hours minimum remedial without pay
6-7 points	One Year	One Day Suspension and 4 hours minimum remedial without pay
8-11 points	One Year	Three Day Suspension and 8 hours remedial minimum without pay
12 or more points	One Year <u>Suspension</u>	<b><u>Recommended for</u></b> Dismissal / <b><u>to the School Board</u></b>
15 or more points <u>Suspension</u>	Two Years	<b><u>Recommended for</u></b> Dismissal / <b><u>to the School Board</u></b>

18 or more points  
**Suspension**

Three Years

**Recommended for** Dismissal /  
**to the School Board**

A driver has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the Walton County School District Safe Driver Plan Committee. The appeal shall be by letter to the Chairperson within (5) working days of the receipt of the Committee's action, and will state the drivers objection in detail.

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Signature of Chairperson  
Date

Date

Signature of Driver

**Effective Date:**

Original Board Approved on September 23, 1997, Revised August 24, 2009

**2008 - 2011**

**MASTER CONTRACT**

**BETWEEN THE**

**WALTON COUNTY SCHOOL BOARD**

**AND**

**WALTON COUNTY EDUCATION ASSOCIATION**

**INSTRUCTIONAL EMPLOYEES**

**FEA, NEA, AFT, AFL-CIO**