The School District of Osceola County, Florida



Safe Driver Plan Transportation Services

REVISION DATE: October 11, 2022

NOTE: Amendments or revisions of this document become effective on the revision date above. Nothing contained in this document shall be considered or interpreted as retroactive to any action or discipline assigned from previous versions.

SAFE DRIVER PLAN FOR SCHOOL DISTRICT DRIVERS

The Florida Department of Education (FLDOE), Florida Administrative Code 6A-3.0141, requires that each school district establish by school board policy a safe driver plan that

specifies which infractions of the traffic code deem an applicant unqualified for hire and

Introduction

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which causes any employee to be subject to a prescribed follow-up action. Further, the School District of Osceola County (SDOC) wishes to ensure that it provides the safest means of transportation possible for its students and employees. To that end, SDOC has adopted this Safe Driver Plan (SDP).

Statistics indicate that SDOC can significantly reduce the potential for injuries, property damage, and lawsuits by upholding a very high level of safety for drivers of District vehicles. The SDP shall prevent the hiring of unqualified applicants and remove an employee from driving District operated vehicles who has attained a poor driving record showing a pattern of unsafe driving habits, violating safety procedures and rules, or reflecting a critical incident. Every employee covered by this SDP is expected to maintain an overall driving record that exemplifies careful driving habits.

Applicants for Employment as School Bus Operator

The failure to meet the following criteria and/or evidence of infractions of the traffic code and driving violation point totals shall deem an applicant for employment with the SDOC unqualified for hire or re-hire as a School Bus Operator:

- 1. Minimum of five (5) years of licensed driving experience as proven by the Florida Department of Highway Safety and Motor Vehicles (FLDHSMV) record.
- 2. Maximum of ten (10) points accumulated within the last five (5) years, not to exceed four (4) points in any one (1) year. If applicant has one or more Adjudication Withheld during this time, the maximum number of points is reduced from 10 to 5.
- 3. No more than two (2) suspensions of driver's license for any reason within the last three years.
- 4. No more than two (2) Adjudication Withheld or convictions for unlawful speed within the past three (3) years.
- 5. No more than three (3) Adjudication Withheld for any reason within five (5) years.
- 6. An Applicant shall not be recommended to drive a school bus if they have been convicted of reckless driving during the past seven (7) years or careless driving within the past three (3) years.
- 7. An applicant shall not be recommended to drive a school bus if the applicant has been convicted of leaving the scene of an accident within the last fifteen (15) years, driving under the influence of alcohol or a controlled substance or driving with an unlawful

blood alcohol or breath alcohol level within the last ten (10) years or more than once in a lifetime.

8. An applicant must have a valid Florida driver's license when applying for a position as a bus driver.

Applicability

The SDP covers all employees who drive a District operated vehicle, regardless of the frequency. It applies to both the driving of the District owned vehicles as well as the employee's personal vehicle when used for authorized SDOC business purposes. One facet of this plan involves the monitoring of the State Motor Vehicle Records of these employees. Covered employees are required to report all infractions in their personal vehicles, when used for authorized SDOC business purposes, as well as, District-owned vehicles. Failure to do so may result in additional points, which increases the potential for disciplinary action.

Employees in safety sensitive positions as described by the Omnibus Transportation Employee Testing Act, (OTETA), are held to higher standards as described in this SDP.

Reporting Responsibilities

It shall be the duty of the employee to report the occurrence of any of the following events to their Supervisor or to Transportation Communication Center as soon as practical after the accident/incident and before leaving the scene of accident/incident if during regular working hours. However, if an accident/incident occurs before or after regular working hours the employee must report to their Supervisor immediately and before leaving the scene of accident/incident.

 Any traffic related accident/incident in which the driver was involved as an operator of a SDOC vehicle or personal vehicle while used for authorized SDOC business purposes.

Any traffic citation(s) received on the job regardless of the ownership of the vehicle, or off the job while driving a SDOC vehicle.

 3. Any traffic citation(s) or arrests received on or off the job (regardless of ownership of the vehicle) which might lead to the suspension of revocation of the employee's driver's license.

Expiration, suspension, or revocation of the employee's driver's license.
 All observable damage to a SDOC vehicle assigned to the employee.

 6. All employees whose job duties <u>require</u> a CDL license must report ALL traffic citations, on or off the job, regardless of the ownership of the vehicle.

 Failure to comply with the reporting requirements listed above, or making a false or misleading report may result in disciplinary action, up to and including termination.

 An employee who operates a District vehicle in a careless, negligent or reckless manner such that there is clear and imminent danger to the lives of students, self and/or others may be subject to disciplinary action, up to and including termination, without the review of the Safe Driver Plan Committee.

How the Plan Works

This Safe Driver Plan establishes a system whereby points are assessed to a variety of common driving events, such as; infractions, citations, accidents and other incidents. Generally, the more serious the event, the higher the point value.

A "peer review" of the details of each event shall determine an appropriate point value from an established point schedule. The accumulation of a certain amount of points within a specified period may subject the employee to corrective action, to include the District's progressive discipline plan.

Note: Reference to SDP "points" does not mean the driver license point system defined by Florida Statute 322.27(3). While the two systems have similarities and common terminology, they are otherwise unrelated. Driver license points have no bearing on SDP points, nor does SDP points have bearing on driver license points.

Administration

This SDP shall be administered by the **Risk and Benefits Department** by means of a Safe Driver Plan Committee (hereinafter "Committee"). The Committee shall be organized and trained to perform the following duties:

- 1. Determine if an accident was PREVENTABLE, and thus whether the Driver is "atfault," in accordance with the **National Safety Council** Safe Driver Awards Program.
- 2. Review all evidence collected during management's fair and objective investigation, including citations or convictions for driving violations.
- 3. Assess points in accordance with the SDP Point Matrix and to make recommendations to the driver's supervisor concerning positive corrective action.

Safe Driver Plan Committee Membership

The Safe Driver Plan Committee shall consist of the following members:

- 1. Director of Risk and Benefits, or Designee—Chairperson (votes only to break tie or impasse)
- 2. Director of Transportation Services, or Coordinator Designee
- 3. School Bus Operator (selected by Teamsters) *
- 4. School Bus Operator (selected by Management) *
- 5. Other Vehicle Operator (selected by Teamsters) *
- 6. Other Vehicle Operator (selected by Management) *
- 7. Management Representative, (from Department with CDL Drivers) *
- 8. Safety and Compliance Supervisor
 - (* Serves on the Committee for TWO 1-year terms.)

The Chairperson, or their designee, shall preside over all meetings. Committee members shall be appointed at the beginning of the Fiscal Year (July) and serve for the remainder of

the year. Each committee member should have a designated alternate who can fill-in on short notice. The Committee shall meet monthly at a date and time established by the Chairperson.

The Director of Risk and Benefits, or designee, shall establish a schedule for review of each driver's Motor Vehicle Record prior to each Committee meeting.

The Committee shall conduct a "blind" review of each event with no consideration of the identity the driver; the name of the driver shall be redacted on all documents presented to the Committee. Each event will be identified only with a control number. The Supervisor or Manager of an employee who is being reviewed will be on hand to answer any questions or to clarify details of the event for the panel. The Supervisor or Manager has no vote in assessing points.

A minimum of FOUR voting members of the Committee must be present to assess points. The Chairperson or Designee must be present in order to assess points and will determine if there is a minimum number of voting members. A simple majority vote of the members present shall determine the number of points assessed. In the event of a "split-decision," tie vote or impasse, the Chairperson will break the tie.

The Committee shall assess the maximum points to be assigned for a moving traffic violation resulting in a citation in a school district vehicle unless there are extenuating circumstances (including an appeal by the driver) leading the Committee to assess fewer points.

At the discretion of the Committee, points assessed for violations occurring in a nondistrict vehicle when used for authorized SDOC business purposes may be assessed at half the point value, unless there are mitigating circumstances leading to a higher point assessment.

Points assessed under this Plan shall be deleted three (3) years following the date of the accident/incident for which points were assessed.

Administration and Disciplinary Action

 A "peer review" of the details of each infraction/ violation/ accident shall determine an appropriate point value from an established point schedule. The accumulation of a certain number of points within a specific time period may subject the employee to the District's progressive discipline plan.

NOTE: In situations resulting in a Post Accident Drug Test, or for serious safety concerns, including willful neglect or endangerment of students, employee will be temporarily relieved of driving duties and assigned other tasks with compensation. Further, upon collaboration of the Director of Risk Management, Director of Transportation Services and Chief of Human Resources, the employee may be subject to administrative actions separate from this SDP; for example, but not limited to, a criminal case or DCF action.

Maximum Number of Points	Time Period	Assessment Action
1 point	1 year	Consultation
2 points	1 year	Verbal Warning
3 – 4 points	1 year	Written Warning
		+Remediation for OTETA Drivers
5 – 6 points	1 year	1-day suspension without pay
		+Remediation for OTETA Drivers
7 – 9 points	1 year	3-day suspension without pay
		+Remediation for OTETA Drivers
10 points	1 year	Revocation of Driving Duties
		5-day suspension without pay
15 points	2 years	Revocation of Driving Duties
		5-day suspension without pay
20 points	3 years	Revocation of Driving Duties
		5-day suspension without pay

Point Value Matrix

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Point values below represent the MAXIMUM value for each event listed. The Committee may assess lessor values if extenuating circumstances exist.

Description		School Bus	Dist Veh CI Non-	icle	
	COLLISIONS				
1	At-Fault COLLISION - Severity 1	1	1	1	
2	At-Fault COLLISION - Severity 2	2	2	2	
3	At-Fault COLLISION - Severity 3	3	3	3	
4	At-Fault COLLISION - Severity 4	6	6	6	
5	At-Fault COLLISION - Severity 5	10	10	10	
EXCESSIVE SPEED					
7	Exceeding posted speed limit by LESS than 15 miles per hour.	3	2	2	
8	8 Exceeding posted speed limit by 15 miles per hour or MORE.		5	5	
MOVING VIOLATIONS					
9	Crossing private property to avoid traffic control device, signal or sign.	3	2	2	
10	Failure to obey a traffic control device, signal, flagger or sign.	3	2	2	
11	Failure to maintain vehicle control.	3	2	2	
12	Unlawful turn or lane change.	3	2	2	
13	Failing to yield lawful right of way.	3	2	2	

Leaving the defined traffic right of way, resulting in tow/recovery of vehicle.

IMPROPER use of Cellular Telephone while operating vehicle.

Mandated Driver Safety Training (MDST)

In addition to any disciplinary action that may be implemented in accordance with this SDP, an employee may also be mandated to attend up to 2-hours of Driver Safety Training. Such training will be provided by the Transportation Training group and may consist of classroom lectures, online content, behind the wheel hands-on training, or in combination as deemed appropriate by the Safety & Compliance Supervisor. The content of MDST may or may not be directly related to the event resulting in SDP points.

All MDST will be scheduled at a time and date determined by Safety & Compliance Supervisor. Employees attending MDST will be paid for actual time in training at the appropriate rate of pay. Failure to participate in MDST as directed by the SDP may result in further disciplinary action, up to and including termination.

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Appeal Process

An employee who has been assessed points and assigned corrective measures by the Safe Driver Accident Review Committee may request an appeal in order to present <u>new</u> information or evidence that was not available or known at the time of the original assessment. This appeal must take place at the very <u>next</u> scheduled committee meeting; after this time, appeal is forfeited. If an employee who received a citation chooses to contest it in court, the committee will delay reviewing the accident/incident until after the court has rendered a decision.

Appealing employees must submit a written request to the Committee Chairperson no less than FIVE working days prior to the next scheduled committee meeting; unscheduled walk-ins are not permitted. The employee must wait outside the meeting room until they are called in by the Chairperson. The appealing employee may bring one other person as for support or to serve as a translator, if necessary. Each appealing employee shall be given 3-minutes to speak and present new information pertinent to their event and to explain their rationale for amending or revoking previously assessed points. After their 3-minute presentation, Committee members may ask questions of the employee only to clarify the details presented. Once the employee has presented their new information and answered all Committee member questions, they must leave the meeting room to allow the committee to deliberate.

Upon deliberation, the committee may elect one of the following actions for the event under appeal:

1. Uphold and reaffirm the previously assessed points and disciplinary actions.

2. Reduce the amount of previously assessed points and amend disciplinary actions, if applicable.

3. Reassess the event with a new description and assess appropriate point value.

Revoke all previously assessed points and disciplinary actions. This option does not apply if the event is determined as PREVENTABLE.

 The Committee Chairman shall notify the appealing employee in writing of the decision of the Committee within FIVE working days. All disciplinary and corrective actions will then be carried out.

Voluntary Driver Safety Training (VDST)

Any employee who has been assessed points under this SDP, may qualify for a reduction in point values by participating in Voluntary Driver Safety Training (VDST). Participation in VDST will be at the sole discretion of the employee and conducted on unpaid time.

Employees may select from three options:

 CLASSROOM -- Transportation Training Team establishes a schedule of regular recurring classroom-based training sessions. These sessions will be 2-hours in

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36 Safe Driving Recognition

38 Employees who are required to drive a SDOC vehicle as part of their regular daily job duties will receive recognition for continuous time without accruing SDP points or at-39 40 fault crashes. School Bus Operators will receive a \$200 Safe Driver Incentive at the end

43 [See Memorandum of Understanding, November 19, 2021, Attached.]

- duration and scheduled no less than once per month. Upon successful completion of the entire 2-hour session and issuance of Certificate of Course Completion, the employee's total SDP points will be reduced by 1-point.
- 2. **ONLINE** -- Transportation subscribes to a Driver Safety online training service. Upon successful completion of no less than 2-hours of online content and issuance of Certificate of Course Completion, the employee's total SDP points will be reduced by 1-point.
- 3. NATIONAL SAFETY COUNCIL (NSC) -- Employees who are assessed MORE than 5-points but LESS than 10-points may enroll in one of the NSC online Defensive Driver Courses at their own expense. Upon successful completion of a minimum of 4-hours of training and receipt of Certificate of Course Completion, the employee's total SDP points will be reduced by HALF (rounded to the highest whole number).
- VDST option may be used ONE time per school year; July 1st to June 30th, but only if points have not already been reduced using the Appeal Process. Employees who participate in both VDST options 1 and 2 may reduce their total SDP point value by 3points. However, VDST points may not be used to reduce total SDP points to 0 (zero).
- An employee who is assessed a total of 10 SDP points will be ineligible to participate in any Point Reduction Options.
- If an employee's total SDP point value results in disciplinary action, the employee may request in writing that such action be postponed up to 30 calendar days to permit completion of VDST. If VSDT is not completed within the requested 30 calendar days, this option is forfeited and SDP disciplinary will proceed.

Maintenance of Florida Drivers License

Regardless of any other provision of this Safe Driver Plan, any District employee who knowingly operates a school bus or other district owned vehicle with a suspended or revoked driver's license or certification shall be subject to termination of employment.

of each 12-month period (from July 1st to June 31st) in which no SDP points have been

accrued. Other recognition will be per the schedule below.

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TIME PERIOD	RECOGNITION
1 Year	1-year SAFE DRIVER Pin
5 Years	5-year SAFE DRIVER Pin and Certificate, Written Commendation
10 Years	10-year SAFE DRIVER Pin and Certificate, Written Commendation
15 Years	15-year SAFE DRIVER Pin and Certificate, Written Commendation
20 Years	20-year SAFE DRIVER Pin and Certificate, Written Commendation
25 Years	25-year SAFE DRIVER Pin and Certificate, Written Commendation
30 Years	30-year SAFE DRIVER Pin and Certificate, Written Commendation

Definitions

- Collision means any time a Driver of an SDOC owned/leased/rented vehicle makes contact with another vehicle, pedestrian, animal, road debris, equipment, structure or any other stationary obstruction, such as a tree, sign, fence/gate, pole, mailbox, trashcan or building; regardless of whether or not physical damage results.
 - Severity 1 means a vehicle collision, as defined above, in which all damage is cosmetic or visual only. The equipment is NOT rendered unsafe, unusable or unserviceable.
 - Severity 2 means a vehicle collision, as defined above, that renders the equipment unsafe or unserviceable. Restoration or repair will be required before returning to regular service.
 - **Severity 3** means a vehicle collision, as defined above, which renders any vehicle involved unable to depart the scene under its own power, requires tow truck or other equipment to recover any vehicle.
 - Severity 4 means a vehicle collision, as defined above, which results in bodily injury to any person requiring on-scene medical treatment or transport by ambulance for medical care.
 - Severity 5 means a vehicle collision, as defined above, which results in severe bodily injury or fatality of any person.
- At-fault means an otherwise avoidable accident or incident that occurred due to the driver's action, inaction, negligence, or inattention.
- Careless Driving means not operating a vehicle in a careful and prudent manner or with inadequate situational awareness so as not to endanger the life, limb, or property of any person.
- **Driver or Vehicle Operator** means the person who is manipulating the vehicle controls and solely responsible for vehicle speed, direction, movement and operation.
- **Incident** means any occurrence or event that is beyond or outside the normal operation of the vehicle that results in a loss to the district, damage to the vehicle or extraordinary measures to recover the vehicle.
- **Loss** means funds that the district has or must expend to recover, repair, reclaim, or reimburse because of physical damage or injury resulting from an accident or incident. This would include compensatory damages paid to another party either directly or by subrogation.

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- **Reckless Driving** means operating a vehicle in a dangerous or hazardous manner with willful disregard for the rules of the road and the safety of persons or property.
- **SDOC Vehicle** means any vehicle that is owned, leased, rented or reimbursed by SDOC. This includes vehicles rented for authorized business purposes.
- School Bus Operator means any persons employed or contracted to SDOC to transport passengers in school buses, vans or other vehicles.
- Failure to notify means the driver of a SDOC vehicle has knowledge of an accident/incident and willfully withholds reporting the matter to leadership or supervisor in an attempt to evade accountability under this plan.
- Use of Cellular Telephone (School Bus Operators) means the use of a cell phone or other wireless device (except for 2-way radio) at any time while operating a school bus, including the use of handsfree devices or wireless headphones or ear buds. School Bus Operators are not permitted to use a cell phone while operating a school bus.
- Use of Cellular Telephone (Other than School Bus Operators) means the use of wireless communication devices (except for 2-way radio) in a manner that distracts the driver's attention while operating a vehicle in the normal flow of traffic. This would include; dialing, texting, reading/sending emails or any other activity. Such devices may be used for navigational purposes along with the use of handsfree devices to conduct voice calls or commands.
- Improper Student Stop means loading/unloading students during a regular planned bus route at a location that is not an approved bus stop, or not conducted following the requirements of the Bus Driver Handbook, or the stop is conducted in a manner that presents a clear risk to the safety of students.
- Revocation of Driving Duties means the employee may no longer operate or drive SDOC vehicles for any purpose. If the employee's job description requires the ability to driver a vehicle, they will be considered "unqualified" to hold the position. Should this occur, employees will have the following possible options:
 - School Bus Operators may voluntary be reassigned to Bus Attendant at the salary appropriate for the position, if vacant positions are available. SDOC reserves the right to reassign a School Bus Operator to Bus Attendant on an involuntary basis.
 - Employees may apply for any similar nondriving job vacancy for which they meet the minimum job qualifications, at the salary appropriate for the position. Each department head and each school Principal will be responsible to determine if the employee is selected for the vacancy.
 - Upon written request to the Chief Human Resource Officer, an employee may be placed on unpaid leave of absence (LOA) for no more than thirty calendar days in order to seek another position within SDOC. However. such LOA will not be approved for the employee to seek other employment outside SDOC.
 - If all of the above fail to result in a nondriving position for the employee, they will be given the opportunity to resign, otherwise, SDOC will terminate the employee for cause.

1	SCHOOL DISTRICT OF OSCEOLA COUNTY
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3	SAFE DRIVER PLAN
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5	ACKNOWLEDGEMENT
6 7	I hereby acknowledge receipt of a copy of the Safe Driver Plan established by the Schoo
8	District of Osceola County (SDOC) in regards to driving violations/accidents and District
9	regulations.
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11	I have read the Safe Driver Plan and/or it has been explained to me and I understand the
12 13	contents of the Plan.
14	I acknowledge that I am responsible for complying with the plans requirements and
15	provisions, including the reporting of accidents or traffic citations.
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17	Further, I acknowledge that my State of Florida Motor Vehicle Record will be periodically
18 19	reviewed by a representative of SDOC.
20	Employee Name: (Print)
21	Linployee Name. (Filit)
22	FL Driver's License Number:
22	FL Driver's License Number.
	Describerant Neural and Describerant Neural
24	Department Number: Department Name:
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26	Employee ID Number:
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28	Employee Signature:
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THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

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SCHOOL BOARD MEMBERS

District 1 - Teresa "Terry" Castillo - Chair 407-577-5022

District 2 - Julius Melendez - Vice Chair

321-442-2862

District 3 – Jon Arguello 407-433-9082

District 4 - Clarence Thacker

407-870-4009 District 5 - Robert Bass

407-870-4009



Superintendent of Schools
Dr. Debra P. Pace

October 10, 2022

MEMORANDUM OF UNDERSTANDING

between the Osceola County School District and Local Union #385 2022-2023 Teamster Contract

Safe Driver Plan

Both parties are in agreement of the revisions of the Safe Driver Plan.

The School District of Osceola County (SDOC) wishes to ensure that it provides the safest means of transportation possible for its students and employees.

This MOU will become effective on October 11, 2022.

Debra Pace- Superintendent

10/11/2022

Date

Carlos Martinez-Local Union #385 President

10-11-22

Date

Student Achievement - Our Number One Priority
Districtwide Accreditation by the AdvancED Accreditation Commission
An Equal Opportunity Agency