EDUCATION STAFF PROFESSIONALS (ESP)

CONTRACT

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)

AND

THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)



July 01, 2023, through June 30, 2024

Tentative Agreement, July 12, 2023 Ratified by OCEA, August 16, 2023 Ratified by OCSB, September 05, 2023 Effective July 01, 2023

Dr. Mark Shanoff, Superintendent

Janet Moody, OCEA President

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ARTICLE I: RECOGNITION CLAUSE

Section A. Bargaining Unit Definition

The School Board of Osceola County, Florida, hereinafter called the "Board," recognizes The Osceola County Education Association - Education Staff Professionals, affiliated with the National Education Association, the American Federation of Teachers and the Florida Education Association, hereinafter called the "Association," as the exclusive bargaining representative for education staff professionals in the School District known and designated as the School District of Osceola County, Florida. In this Agreement, the education staff professionals shall be defined as those employees included in the unit as certified by the Public Employees Relations Commission (PERC) Case No. RC – 2010-004 July 29, 2010:

Accounting Clerk-Finance, Accounting Clerk I, Accounting Clerk II, Attendance Assistant/ Truancy Officer, Behavior Analysis Technician, Bookkeeper (Schools/ Dept.), Bookstore Merchandising Clerk, Buyer I, Campus Monitor, Child Development Assoc. for COPE, Clerk I-Food Services, Clerk Typist, Clinic Aide for COPE, Community Involvement -Oasis Assistant, Community Relations Specialist – Oasis, Computer Lab Assistants, Computer Operator, Computer Routing Technician, Computer Technician I, Contract Expeditor, COPE Child Care Specialist, Criminal Justice Academy Specialist, Data Entry Operator, Data Quality Analyst, Data Quality Analyst-Lead, Dispatcher, Extended Day Assistant, Extended Day Benefitted Assistant, Extended Day Lead Assistant, Facilities Records Clerk, Family Services Records Clerk, Fencing Specialist Driver, Field Trip Coordinator, Food Service Computer Technician, FTE Specialist-Transportation, Fundraising Development Specialist, Grants & Marketing Specialist, Health and Safety Technician, Healthcare Assistant, Help Desk Operator, IEP Assistant, Instructional Technology Technician, Instructional Technology Trainer, Interpreter, Inventory Controls Clerk, Inventory Controls Lead, Judicial Liaison, Locksmith, Media Assistant, Mentor Advocate Specialist, Network Specialist-Department, Network Specialist-School, Office Paraprofessional, Paraprofessional ESE, Prekindergarten Assistant, Paraprofessional, Pre- kindergarten Liaison, Program Assistant, Programmer, Project Intern Job Coach, Property Records Technician, Psychological Services Records Purchasing Records Clerk, Receptionist, Records Clerk-Records Management, Research Specialist, Safe Schools/ Healthy Student, Transition Specialist, Safe Schools/ Healthy Student Community -Based Family Liaison, Safe Schools/ Healthy Student Evaluation Data Assistant, Safe Schools/ Healthy Students Schools-Board Family Assistant, Secretary I, Secretary II, Senior Accounting Clerk, Senior Buyer, Senior Work Order Clerk, Social Services Assistant, Student Advocate Specialist, Student Placement Technician, Student Records Clerk, Student Services Records Clerk, Student Support Specialist, Student Support Technician, Technical Services Cataloger, Technology Production Specialist, Testing Specialist, Testing Technician, Title I Migrant Recruiter, Title I Parent Liaison, Title Liaison, Voluntary Pre-kindergartner Paraprofessional, Voluntary Prekindergarten Extended Day Assistant, Voluntary Prekindergarten Lead Paraprofessional, Worker Order Clerk-Transportation.

Section B. Recognition

The Association recognizes the Board as the duly constituted legislative body and agrees to bargain collectively only with the chief executive officer of the Board or his designee(s), and not with the individual members of the School Board. Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practical.

Resumption of Negotiations - If either party should fail to ratify the tentative agreement, that party shall notify the other within five (5) working days, shall inform the other party to the extent possible of the reasons for rejection and shall confer with the other party to arrange a date, time, and place to resume negotiations within ten (10) working days of such notice.

The Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of collective bargaining in regards to wages, hours and all other terms and conditions of employment for all professional support personnel employed by the Board at its facilities located in Osceola County, Florida as determined by PERC. The Board agrees not to negotiate directly with employees, rather than the Union. The Board further agrees not to negotiate or otherwise deal with any other organization(s) purporting to represent bargaining unit employees during the term of this Agreement. The employer shall not permit dues deduction for another organization purporting to represent employees on these matters or negotiate with an individual or a group of employees over wages, benefits, hours and other terms and conditions of employment.

The Union agrees to negotiate directly with the designated Board negotiating team and not with the individual members of the School Board. Any procedural concerns of the parties will be directed to the respective chief negotiators whenever practicable.

ARTICLE II: MISCELLANEOUS PROVISIONS

Section A. Dignity and Professional Ethics

The School Board and the bargaining unit employees agree that they will demonstrate a professional attitude toward each other. Further, every employee of the School District, both in and out of the bargaining unit, is expected to adhere to State Board of Education Rule 6A-10.081 -- Principles of Professional Conduct for the Education Profession of Florida.

Section B. Use of Cellular Phones, PDAs, and Other Electronic Devices

The personal use of cellular phones, PDAs, and other electronic devices shall be restricted to break times and lunch except for emergency situations. The use of such devices should not impede the operations of the facility or the conduct of business.

Section C. Safety and Health Program

- 1. The Board shall be responsible for providing a safe workplace for every bargaining unit employee in compliance with all applicable state and federal laws. Employees shall be responsible for complying with safety practices and procedures for reporting, in writing, on the appropriate form to their supervisor and the Office of Health and Safety, in accordance with established procedures, all unsafe conditions, facilities or equipment of which the employee is aware. It shall be the Office of Health and Safety's responsibility in conjunction with the supervising administrator to provide the employees with the training/ in-service on safety practices and the forms to be used for reporting any unsafe conditions. Employees will be compensated at their appropriate rate of pay for all time spent during their regularly scheduled hours in mandatory training classes.
- 2. Employees shall not be required to work under conditions that the employee and/ or management reasonably believe are unsafe or hazardous, or would endanger the employee's health, safety, or well-being. In the event of a dispute between the employee and management over what constitutes an unsafe or hazardous condition, the conclusion of the District Health and Safety Specialist shall control, and they shall be held accountable by State and Federal regulations.
- 3. Any employee who is required to administer medications and/ or medical care to students shall be trained to do so either by a qualified medical professional employed by the Board, or an outside qualified medical professional at the Board's expense.
- 4. Employee Assault and/ or Battery

When an employee is assaulted or battered while in the line of duty, the work site shall maintain a record of the incident. The work site shall provide a copy of all District reports to the employee as soon as possible. It is the employee's right to notify law enforcement and pursue charges as provided under Florida law.

Section D. Savings Clause

If any portion of this Agreement is held to be illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, 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 for the duration of this Agreement to the extent they may be implemented without the deleted items. By mutual agreement, the deleted provisions as well as any other provision so affected by the deletion shall be renegotiated within thirty (30) days or the parties may mutually agree to deal with the matter in subsequent negotiations.

Section E. Children

Employees shall have the right to place their children at the school where the employee works, so long as the school has available space and the child is properly suited for the school, using usual criteria such as grade levels and programs offered and as long as the employee meets the student assignment guidelines, including out of county and out of zone admission policies, and administrative procedures as outlined in School Board Rule 5.20, Student Assignment, as adopted by the Osceola County School Board. The Board will not provide special transportation, nor shall it be responsible for before and after school hours in such cases.

Section F. Employee Dress

Employees should be generally neat in appearance, grooming, and dress. Employee dress should not interfere with the working environment or present safety concerns.

Section G. Indemnity

In any case, where a bargaining unit employee is charged with a civil or criminal action arising out of, and in the course of, assigned duties and responsibilities, that employee may request that the Board provide legal services. In any case where the employee pleads guilty or nolo contendere or is found guilty of any such action, the employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. If the Board declines to provide legal services in response to the employee's request, and the employee is subsequently found not guilty or not civilly liable, the employee may renew the employee's request and a recommendation shall be made to the Board for payment of the reasonable cost of legal services, and the Board shall reconsider such request previously declined. The selection of the attorney shall be mutually agreed upon by the employee and the Board.

Section H. Safety Shoes

All Education Support Professionals bargaining unit employees working in the Maintenance Department who are required to wear hard-toed safety shoes will receive an annual safety shoe payment of \$100 or in an amount no less than the safety shoe payment for employees within the Teamsters bargaining unit and the terms of their respective collective bargaining agreement, whichever amount is greater. All safety shoes must meet OSHA standards.

Section I. Testing Provisions

Employees who are certified Florida educators may be sought first to administer state or District tests. After certified Florida educators are sought, then volunteers among professional support staff employees may be sought, and administrators may select which volunteers shall administer state or District tests. However, professional support staff employees shall not be required to administer state or District tests unless they have been trained in the test administration procedures for the test. Training in test administration procedures shall occur either online or in person during the employee's contractual workday. The District and school shall develop and communicate procedures for employees to follow in the event of computer malfunctions, and these procedures shall be part of the training.

If the school principal or designee assigns a professional support staff employee (e.g., technology specialist, etc.) to provide technical support for computerized testing, then that employee shall not be required to administer any tests during the same timeframe that technical support is assigned.

Section J. Uniforms

All Education Support Professionals bargaining unit employees working as Campus Monitors shall be required to wear clearly identifiable uniforms as described below:

- Campus monitors shall receive six (6) uniforms (e.g., shirts) annually that shall be provided by the School District's School Operations Department.
- Campus monitors shall be responsible for laundering their own uniforms (e.g., shirts).
- The employee's supervising administrator shall determine whether uniforms are damaged, and damaged uniforms shall be repaired or replaced on an individual basis at no cost to the employee.

ARTICLE III: MANAGEMENT RIGHTS

Section A. Standard of Service

It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons, provided, however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequences of violating the terms and conditions of any collective bargaining agreements in force, or civil or career service regulations.

Section B. Authority of the Contract

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining.

Section C. Committees

Throughout this Agreement, unless otherwise stated wherever it is provided that joint committee shall be formed, the following rules of probation shall apply.

- 1. The Union shall be permitted up to two (2) employee representatives on the following committees: Professional Support Staff Inservice Committee, District Insurance Committee, and District Safety Committee.
- 2. Should the District establish Committees directly affecting the Bargaining Unit, union representation shall be permitted on said committees.
- Committee meetings are open to the public, though only committee members shall have voice and vote in the meetings.
- 4. Committee members shall not be paid for time spent at committee meetings, unless such meetings are held during the employees regularly scheduled work hours.
- 5. Committees shall prepare and distribute reports of findings and recommendations, in accordance with Florida Public Records Law.

Section D. No Strike/ No Lockout

The Union agrees that during the term of this agreement neither it nor its members shall participate in a strike against the Board by instigating, encouraging, or supporting in any manner a strike. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Board; the concerted failure of employees to report for work after the expiration of this Agreement; and picketing in furtherance of a work stoppage. The term "strike" is not to be construed as participation in legitimate political activity.

ARTICLE IV: ASSOCIATION RIGHTS

Section A. Access Rights

The Association and its representatives shall have the right to the use of the school buildings for meetings provided that a written request has been made to the school principal for scheduling purposes. Representatives must be accompanied by a member of the Association. If any special non-instructional personnel services are necessary over and above their normal services because of such meetings, the Association shall be billed for any actual costs of such services, including any applicable overtime pay expended.

The Board shall notify the Association prior to the adoption by the School Board of new changes in Board policy in order that the Association will have the opportunity for input on said matters.

Section B. Posting of Notices

The Association shall be allowed to provide a bulletin board in each school for its use, provided that it shall not cover over nine (9) square feet of space, and the location of such bulletin board shall be mutually agreed upon between the Association and the principal.

The Association shall have exclusive right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the right to use employee mailboxes for communications to employees. The Association shall have exclusive right to post/ manage notices of activities and matters of Association concern on a designated electronic folder. The electronic folder shall be visible on each individual employee's district provided email account. The Board reserves the right to discontinue the electronic folder for just cause. District administrative staff may monitor items posted on either a bulletin Board or the electronic folder for content. The following procedures shall be followed should the Administration have concerns about the content of an item:

- 1. The Administration shall immediately notify the Association and cite for reasons and rationale for such concerns.
- 2. Following review of the posted item and discussion of the concerns, the Association shall determine whether or not to remove the item.
- 3. In the event that Association fails to respond or declines to remove the item, then the District may remove the item for just cause. The District recognizes that the Association's right to communicate with its members is not to be abridged and/ or interfered with in any way except as outlined above.

Section C. Information and Reports

- 1. The Board agrees to furnish a copy of any Board-related public document requested by the Association in writing at the cost established in state law. The Board further agrees to provide the Association electronic access to public documents in connection with Board meetings, including access to the Board agenda and supplemental packet, (excluding employee application and reference forms) through the School District's public website at no charge. In addition, pursuant to *Chapter 119 Public Records, Florida Statutes*, the Board shall provide the Association access to all existing public records not exempted by Florida Statutes within a reasonable timeframe of such request. The School Board directory will be supplied to the Association electronically without cost no later than ten (10) days following the first employees' payday.
- 2. The Board will provide the Association with the names and addresses of all new bargaining unit employees and all retiring bargaining unit quarterly.

Section D. Membership Identification

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

Section E. Time for Official Duties

- Members serving as the official representative of the Association on District committees, task forces, attending District meetings, or insurance meetings, or when acting as a representative of the Association at their worksite shall be considered on duty leave.
- 2. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property during the times defined below:
 - a. Lunch periods.
 - b. Time before and after student day.
 - c. If the representative is not employed by the school, upon arrival at the school, the representative shall first report to the principal's office for the purpose of making such arrangements as the principal or his designee deems necessary to avoid interference with the school program or with employee assignments.
 - d. The supervisor shall facilitate the visit by providing a reasonable place for the Association representative to confer with employees.

Section F. Payroll Dues Deduction

- The Board shall deduct from the pay of each ESP all membership dues of the Osceola County Education Association, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the employees.
- 2. Prior to July 1, the Association will notify the District of the specific amount of dues deduction. Such dues shall remain constant for the fiscal year (July 1 to June 30).
- 3. Any ESP may authorize dues deduction by presenting an authorization card to the Board. The amount deducted will be as listed on the authorization until such authorization is modified or revoked by the employee.
- 4. Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Association. The revocable authorization for dues deduction will be effective thirty (30) working days from the date the written request is received by the Board.
- 5. All dues deduction by the Board shall be remitted to the individual designated in writing by the President of the Association within five (5) working days of the deduction.
- 6. The Association shall indemnify and save harmless the Board from all claims, demands, suits, and costs, including reasonable attorney's fees, incurred in connection with the administration of this item, provided the Board acts in compliance with its dues deduction obligations.
- 7. The Board will not collect any fines, penalties, or non-uniform assessments on behalf of the Association.
- 8. The Association will not be assessed a service charge for cost incurred by the Board in order to provide any dues deduction requested by the Association pursuant to Florida Statutes.
- 9. Electronic Reporting: The Board agrees to provide to the Association the dues deduction information in an electronic format.

Section G. Conference Days

The Board will establish days with pay per year for the Association to use for annual conferences, based on 4.5% of the OCEA Education Support Professional membership on June 1 of each year. Any fraction will be rounded up to the next whole number. Withdrawal of days shall be by notification from the Association President to the Superintendent or his designated representative at least five (5) working days (except in cases of emergency) in advance of the leave. The Association shall provide at least fifteen (15) working days' notice when submitting a request for the release of three (3) or more employees from a single site or more than ten (10) district-wide. Notification shall include the names of the employees to be granted leave and the conference being attended. Except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each employee for whom leave is to be granted shall apply to the employee's respective principal in accordance with the same five (5) working day time limit.

ARTICLE V: EMPLOYEE RIGHTS

Section A. Right to Engage in Activities

Employees shall have the right to engage in concerted activities not prohibited by law. Employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida. Employees shall be entirely free from political domination or coercion or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the School Board.

Section B. Employee Privacy Rights

The Board agrees that the private and personal lives of any employee, including additional employment, are not within the appropriate concern or attention of the Board except as such conduct that occurs outside the workplace impacts upon work.

Section C. Physical Examinations

The cost of any physical examination taken by an employee at the direction of the Board, except that which is a prerequisite for employment, shall be borne by the Board. The Board shall provide a list of three doctors from which the employee shall choose one.

Section D. Fingerprinting

Sections 1012.32(3), and 1012.465, FS require that all employees shall be subject to a level 2 criminal background check every five (5) years. The School District shall pay the cost of re-fingerprinting employees, storing employees' fingerprints in the FDLE database, and for conducting a level 2 background check every five (5) years for each person who is required to meet level 2 screening requirements.

Section E. Board Reimbursement

The Board shall reimburse employees for damage to clothing, dentures, eyeglasses, prosthetic devices, or artificial limbs where such damage occurs as a result of:

- 1. breaking up a fight
- 2. protecting students or other employee(s) from physical harm or injury
- 3. assault and/ or battery occurring on the employee suffered in the course of the legal performance of the employee's assigned duties.

Such reimbursement shall not exceed the replacement cost nor be paid when the above loss is reimbursable from other sources.

Employees will be reimbursed for any out of pocket expenses, up to a maximum of \$500.00 employee deductible, due to vandalism to their personal vehicle occurring on school district property, provided such loss is not covered by personal insurance or reimbursed from other sources. Cases of vandalism shall be reported to an administrator as soon as the damage is discovered. If an administrator requests a police report, the

employee shall comply. Every effort will be made to reimburse employees within sixty days of submitting the required paperwork.

Section F. Primary Assignment

Any bargaining unit employee will be informed in writing of any major change in the employee's assigned job description for the next year no later than five (5) days before the end of the student school year. Changes shall not be made in an arbitrary or capricious manner. Subsequent changes identified and necessary due to changes in student needs or staff will also be done in writing promptly to the employee by the employee's Principal/Supervisor. Employees may request and will be notified of the changes that require any alteration in an assigned job description in a timely manner.

Employees who are assigned to act in the role and capacity of another employee during another employee's absence for two (2) weeks or more shall not be subject to either progressive discipline or adverse impact on the employee's final summative evaluation for incomplete work tasks for the position for which the employee is originally hired during the time the employee assists in the second role.

Where feasible, administrators shall continue to rotate the assignment of other duties among employees on an equitable basis and in a manner that is not arbitrary and capricious. Notwithstanding the first statement in this paragraph, both parties agree that administrators may assign other work duties in order to achieve the School District's Strategic Plan goals.

ARTICLE VI: NEGOTIATIONS

Section A. Ground Rules

- 1. Each party shall select its own team members, and at each bargaining session, each team shall possess all authority necessary to propose, counter propose, and tentatively agree to proposals or counter proposals subject to final ratification by the Board or Association membership as is applicable.
- 2. The parties shall mutually agree on the location for all negotiation sessions. The date and time for the next session will be established mutually no later than at the end of each session. Times for bargaining sessions will be mutually agreed upon by both parties.
- All tentative agreements shall be signed by the chief negotiator or designee for each team. Each team shall be responsible for the maintenance of such records. Either party may, if it so chooses, utilize the services of outside consultants to assist in the negotiations.
- 4. If the negotiations described in this section reach impasse, the procedures as set forth in the Chapter 447, Florida Statutes shall apply. At the request of both parties, a mediator may be appointed subject to PERC guidelines. Subsequent to reaching impasse the parties may mutually agree, but are not required, to continue negotiations in an effort to reach further tentative agreements.
- 5. There shall be two officially signed copies of any collective bargaining agreement. One copy shall be retained by the Board and one by the Union.
- 6. Resumption of Negotiations If either party should fail to ratify the tentative agreement, that party shall notify the other within a reasonable period of time, and shall inform the other party to the extent possible of the reasons for rejection and shall confer with the other party to arrange a date, time and place to resume negotiations within ten (10) working days of such notice.

Section B. Permissive Reopenings

Either party may ask to reopen negotiations at any time on any item, but negotiations shall only be reopened by mutual agreement and then only on those subjects that are mutually agreed upon.

Section C. Scheduled Reopenings

Negotiations shall be reopened annually at the request of the Association or the Board, not sooner than March 1 of each year. Negotiations will be limited to changes in wages, benefits, and no more than four (4) non-monetary issues from each party.

Section D. Publication of Contract

Within 45 days of ratification of this agreement and approval of the final draft of the document by the Association, the Board, at its expense, shall print annually fifty (50) copies of this Agreement for the Association for their distribution. The contract or any amendment shall be available online within fourteen (14) days of ratification and approval of the final draft of the document by the Association. Additional copies shall be made available at the then current printing cost.

ARTICLE VII: GRIEVANCE PROCEDURE

Section A. Grievance

Grievance - Any claim by a bargaining unit employee or a group of bargaining unit employees that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

Grievant - Any bargaining unit employee or group of employees, as defined in the bargaining unit description set forth in the PERC certification, filing a grievance and the Association with the right to file grievances limited to class actions and Association rights of representation as provided in this Contract.

Written Grievance - a statement which apprises the Board representative of the nature of the grievance which contains at least: (1) a reasonable description of the grievance and the facts upon which it is based; (2) the specific Articles and clauses claimed to have been violated; (3) the date or dates upon which the alleged violation took place; (4) the remedy or correction requested; and (5) the signature of the grieving party or their representative.

Section B. General Provisions

Both parties encourage employees and administrators to arrive at a satisfactory resolution in accordance with this agreement of any grievance on an informal basis directly with each other. When resolution cannot be reached, the parties may resort to the more formal procedures stated herein in an effort to resolve the grievance and preserve good morale.

Administrative Channel –

- (1) Principal or other supervisor
- (2) Chief Human Resource Officer
- (3) Superintendent or Designee
- 1. Unit employees shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at any and all levels.
- 2. Unit employees shall have the right to have all documents, communications, and records dealing with the processing of the grievance kept separately from the personnel file of the grievant.
- 3. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
- 4. The number of days of each level shall be considered a maximum except when extended in writing by mutual consent.
- If the grievant does not file a grievance within fifteen (15) days after the act or condition on which the grievance is based, is known or should have known, the right to grieve such act or condition shall be considered waived.

- 6. Failure of the grievant to appeal a decision to the next level of the grievance procedure within five (5) days of receipt of the decision shall be deemed to be acceptance of the decision rendered at that level.
- 7. Failure at any step in this grievance procedure to communicate the decision on a grievance within the specified time period shall permit the grievant to appeal to the next level in this procedure.
- 8. All meetings or conferences at Level I of the grievance procedure may be held during the regular bargaining unit employee workday at a time mutually agreed upon by the parties. All meetings at and after Level II of the grievance procedure shall be held after the regular employee workday, unless by mutual agreement of the parties, the meetings can be scheduled during the employee workday.
- 9. Nothing in this grievance procedure shall be interpreted as to limit or waive any rights or privileges granted to employees or the Association by Florida Statutes.
- 10. Association representatives will be entitled to inspect non-confidential data relevant to a grievance, and may request and receive copies thereof without charge up to a maximum of a total of ten (10) copies per grievance. Additional copies will be provided at cost.

Section C. Procedure for Resolving Grievances

- 1. Level I The grievant will discuss the grievance with the principal or other supervisor except that Association or class action grievances may be filed directly with the Superintendent. In the discussion, the employee shall advise the administrator of the particular section(s) of the Contract the employee believes was (were) violated, and how they allegedly were violated. The administrator shall verbally respond to the grievant within five workdays of the meeting, and include an explanation as to why the administrator believes the contract was not violated.
- 2. Level II If the grievant is not satisfied with the verbal disposition of the grievance at Level I, or if no decision has been rendered within five (5) days, then the grievant may file a written "Statement of Grievance" on a form provided by the Superintendent and available at each school, with the Chief of Human Resources.
- 3. Level III If the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered in writing within five (5) days, then the grievant may file a written "Statement of Grievance" with the Superintendent. The Superintendent may at the Superintendent's discretion have the Superintendent's designee review and render a decision.
- 4. If the grievance is not settled at Level III, or no decision is received in writing within ten (10) days, it may be submitted for arbitration by the Association within twenty (20) days.
- 5. When an arbitration hearing is held, participating unit employees shall be given released time to attend the hearing.
- 6. The Federal Mediation and Conciliation Service (FMCS) will be requested to submit a panel of five (5) arbitrators from which the parties shall mutually select the arbitrator. If the arbitrator is unable to serve or the parties mutually agree that no person on the

panel is suitable, the Federal Mediation and Conciliation Service (FMCS) shall appoint the arbitrator. Both parties agree to abide by the Voluntary Rules of the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Contract.

- 7. The parties shall share equally the arbitrator's fees and expenses.
- 8. The decision of the arbitrator shall be final and binding as set forth in Florida Statutes Chapter 447.

ARTICLE VIII: PERSONNEL FILE ACCESS AND SECURITY

Section A. Privacy and Personnel Files

- 1. The Board shall comply in all respects with current state and federal laws concerning public school system employee personnel files. The term "personnel files" refers to all records, information, data, or materials, which are maintained by the School Board anywhere (including the work site file), which are uniquely applicable to that employee, whether maintained in one or more location. All files maintained on employees shall be confidential except as provided in School Board rules or Florida Statutes. Items may not be placed in an employee's personnel file unless the item has been made known to the employee pursuant to Section 1012.31, Florida Statutes.
- 2. An employee, or his Association designee authorized in writing, shall have the right, upon request, to review all documents contained in his own official personnel file and in the files maintained by a principal or work site administrator, whether or not such documents are subject to public disclosure under state law. The sole exception shall be records, which are expressly restricted from disclosure by law. The employee must make an appointment with the Human Resources Department, the school principal or work site administrator, as the case may be, in order that a managerial employee will be present when the employee's file is inspected.
- 3. A Union representative shall receive one copy of any document in an employee's personnel file if either:
 - a. the employee has given the Union written consent to review the file;
 - b. review of the file is pertinent to the Union's role in enforcing this Agreement. All documents used for investigations remain confidential as prescribed by state law.
- 4. An employee shall receive one copy of any document in his own personnel file upon request to the Human Resources Department.
- 5. No anonymous letters or materials shall be placed in the personnel file. Materials, which are derogatory to an employee, may be placed in a personnel file only if they pertain to work performance, or other matters that may be reason for discipline, suspension, or dismissal. Such material must be reduced to writing within forty-five (45) days and signed by a person competent to know the facts or make the judgment. Additional material may be added to clarify or simplify as needed. A copy of all such materials to be placed in the personnel file shall be provided to the employee either:
 - a. by certified mail, return receipt requested to the employee's address of record; or
 - b. by personal delivery to the employee (employee's signature on a copy of the materials signifies receipt only); or
 - c. by a personal delivery to the employee with a statement by a non- bargaining unit witness certifying personal delivery to the employee.
- 6. An employee may have information placed in their file that pertains to their job performance, attitude, skills, or qualifications by submitting it to the Human Resources Department.



ARTICLE IX: RIGHT OF REPRESENTATION

If an employee has a reasonable belief that discipline or discharge may result from what the employee says, the employee has the right to request Union representation. Employees may request three (3) working days to contact and obtain representation for the meeting.

ARTICLE X: EMPLOYEE DISCIPLINE AND DISMISSAL

Section A. Discipline

A regular status employee may be disciplined and/ or discharged for just cause. Each situation will be treated on an individual basis.

Section B. Progressive Discipline

Should it become necessary to discipline an employee, it is the District's intent to do so consistent with the concept of progressive discipline except in those instances where infractions are of such a serious nature and do not warrant progressive discipline. This process includes as many as five (5) steps. Employees covered by this agreement may be disciplined for just cause in the following ways:

- 1. Informal contact (site record) Initial minor infractions, irregularities or deficiencies shall first be privately brought to the employee's attention by the supervising administrator.
- 2. Verbal warning (site record) If the conduct persists, the supervising administrator shall speak with the employee in private to issue a verbal warning. The supervising administrator shall inform the employee of the basis for the verbal warning and, where appropriate, the steps the employee must take to prevent further disciplinary action. Written notation of the verbal warning shall be placed in the employee's personnel file. This notation shall not be used as the basis for further progressive discipline if no other disciplinary action occurs within twelve (12) months from the date of said warning. A performance improvement plan may be implemented at this step of the progressive disciplinary process.
- 3. Written Reprimand (district record) If the conduct continues, a written reprimand may be given to an employee. The written warning shall be dated and signed by the supervising administrator and shall include a complete description of the incident or problem, referring to specific times, dates, locations, personnel involved, and rules violated. The written warning shall also describe the steps the employee must take to prevent further disciplinary action from occurring. The employee will be notified that further problems may result in more severe disciplinary action up to and including discharge. The written warning shall be given to the employee in private. The employee shall sign the original reprimand, which will not necessarily imply that the employee agrees with the contents of the written warning, but only that the employee received it. The written warning shall not be used as the basis for further progressive discipline if no other disciplinary action occurs within twelve (12) months from the date of the written warning. Performance Improvement Plan should be considered at this step of the progressive disciplinary process.

- 4. Suspension With/ Without Pay The Superintendent has the authority to suspend employees with pay, or without pay upon recommendation to the Board. A notice of suspension shall be issued to the employee in writing, dated, and signed by the Superintendent. The written notice shall contain a reasonably complete explanation of the conduct or performance that is the reason for the suspension and the steps the employee must take to prevent further disciplinary action.
- 5. Demotion, involuntary transfer, or termination In those situations where the progressive disciplinary steps have not resulted in modification of the identified behavior, or where the employee commits a serious infraction, the employee may be demoted, involuntarily transferred, or terminated from employment. A termination must be made by recommendation of the Superintendent to the Board.

Section C. Reprimand - Privacy

All disciplinary actions shall be done in private.

Section D. Complaints Against Employees

When an allegation of wrongdoing or a complaint against an employee is investigated, the employee shall be notified of the specific nature of the complaint, the name of the person making the allegation, and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond to the allegations or complaint during the investigation. In a meeting for the record from which the employee believes that discipline may follow, the employee may request representation. When a request for representation has been made, no such meeting shall take place until a representative shall have the opportunity to be present. The employee may request three (3) working days to contact or obtain representation. An extension may be granted upon mutual agreement of the parties. The employee shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation. Upon conclusion of the investigation, the employee and the employee's representative shall be provided a copy of the written investigatory report. The employee shall be entitled to a pre-disciplinary hearing with the Chief Human Resource Officer or the Chief Human Resource Officer's designee to offer rebuttal testimony and documentation. Following the pre-disciplinary hearing the Chief Human Resource Officer may require further investigation, evidence or any material the Chief Human Resources Officer deems necessary to conclude the investigation. The employee shall have the right to submit any additional information or statements following the predisciplinary hearing. At the close of the investigation, the Chief Human Resource Officer shall make a recommendation to the Superintendent for cause or no cause. disciplinary action, including loss of pay or benefits shall be levied against an employee until such time as the Superintendent renders his decision.

Section E. Investigations

Investigations conducted by the District shall normally be concluded within forty (40) workdays. The District shall notify the Association-ESP of any investigation extended beyond the forty (40) days. The reasons for the extension will be stated in writing.

Section F. Representation

An employee will be afforded the opportunity to have union representation during the disciplinary process including the issuance of verbal and written discipline.

Section G. Hand Delivery

A copy of a written reprimand will be hand delivered to the employee by the management representative responsible for the reprimand. The employee's signature indicates receipt only, not agreement.

Section H. Absent - Mail

If any employee who is to receive a letter of instruction or written reprimand is absent from work or cannot be located, a copy will be mailed to the employee's last known address by certified mail, return receipt requested.

Section I. Unverifiable/ Anonymous

No verbal warning, letter of instruction, reprimand, suspension (with or without pay), demotion, involuntary transfer, or termination shall be issued based on unverifiable and/ or anonymous information or complaints.

Section J. Administrative Leave with Pay

Administrative Leave with Pay is not considered disciplinary action.

Section K. Suspension or Reassignment Pending Investigation of Misconduct

- 1. Conduct on Duty. An employee may be suspended when the employee's inappropriate behavior is so serious that immediate removal from the workplace is necessary. The employee shall be required to leave school district property pending investigation and the period of suspension shall be without pay. A suspended employee may not be permitted to work on the employee's normal day(s) off, nor take paid leave time, nor make up the time by working overtime in lieu of a payroll deduction for the period of suspension. Some examples would be theft, gross insubordination, threat of violent action, destruction of district property, and violation of the School Board Drug Free Workplace Policies. When an investigation has been completed, the appropriate disciplinary step, if any, will be applied.
- 2. Suspension with or without pay will be consistent with School Board policy.

ARTICLE XI: PROBATIONARY PERIOD AND CONTRACT STATUS

Section A. Probationary Period

- 1. Beginning July 1, 2011, all newly hired Educational Support employees will be placed on a one year probationary status during which time the employee may be terminated without cause and without breach of contract. Termination of a probationary employee shall not be subject to the grievance procedure. Probationary contract means an employment contract for a period of one school year awarded to an employee upon initial employment in the school district. For the purposes of this article, one school year is defined as the completion of the number of workdays for the position (for example, 254 workdays for a 254 day position, 180 days for a 180 day position). Employees hired after December 31 will be offered a short term contract only and, if rehired the following year, shall complete an entire year probationary period.
- A probationary contract may not be awarded more than once to the same employee unless the employee was rehired after a break in service for which authorized leave was not granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.
- 3. Probationary employees who serve the entire probationary period shall be given a minimum of two assessments during the year.
- 4. During the probationary period, employees will enjoy all rights and responsibilities guaranteed by this Agreement, except the right to grieve, arbitrate, or appeal a probationary termination. Probationary employees shall be entitled to health benefits and vacation accruals, if applicable, the first day of the month following ninety (90) calendar days of continuous employment.
- 5. If an employee who has been employed by the District for more than one year, transfers into a position within the ESP bargaining unit, they will serve a ninety (90) day probationary period. If an employee, who has not been continuously employed with the district for more than one year, transfers to a position in the ESP unit, they too will serve a ninety (90) day probation period or their probation period that ends at the completion of one year from their continuous employment date, whichever is greater. During this probationary period, if the employee is not performing satisfactorily, the employee is given the opportunity to return to the previous position if it exists and is available. If the position fails to exist or is available, a similar one will be offered. If the employee refuses the position, then this will be considered a voluntary resignation. If returned to a previous level, the employment status at that level will be retained.

Section B. Contract Status

Upon successful completion of the one year probationary contract, the District may award a regular employment contract to the employee if:

- 1. the employee has been recommended by the Superintendent for reemployment and it is approved by the School Board
- 2. the employee has not received two consecutive annual performance evaluation ratings of unsatisfactory, two unsatisfactory annual performance evaluations within a three-year period, or three annual performance ratings of needs improvement or a combination of needs improvement and unsatisfactory.
- 3. Any regular Educational Support employee may be suspended or dismissed at any time during the term of the contract for just cause.
- 4. The regular contract shall be effective at the beginning of the school fiscal year following the completion of all of requirements.
- 5. A regular contract shall be renewed each year unless the Superintendent after receiving recommendations from the supervising administrator charges the employee with unsatisfactory performance and notifies the employee of unsatisfactory performance. If the employee's final annual assessment is unsatisfactory, the employee will be placed on a Performance Improvement Plan (PIP), if the employee fails to meet the required performance objective(s), the employee will be placed on performance probation for a period of ninety (90) days.
- 6. The following procedures shall be followed for regular contract employees placed on performance probation for unsatisfactory performance:
 - a. The Superintendent will be notified of the employees' failure to meet the required performance objective(s) and the supervising administrator's intention to place the employee on Performance Probation for Unsatisfactory Performance.
 - b. The employee will be placed on another Performance Improvement Plan (PIP), which will include training, spaced reviews with performance update conferences and strategies for improved performance.
 - c. The employee is to be observed and apprised regularly of plan progress (review sessions shall be no more than thirty (30) days apart).
 - d. Within fourteen (14) days after the close of the ninety (90) day period, the evaluator must assess the employee formally, determine if deficiencies have been corrected, and notify the Superintendent.
 - e. Within fourteen (14) days of notification, the Superintendent must notify the employee in writing whether or not performance deficiencies have been corrected and include the recommendation for continuation or termination of the employee's employment contract.
 - f. If the employee wished to contest the Superintendent's recommendation, the employee must, within fifteen (15) days, notify in writing their request for a hearing.



ARTICLE XII: EVALUATIONS

Section A. Purpose

Both parties agree that the Superintendent is responsible for the evaluation of performance of all bargaining unit employees. The overall purpose of the process is to improve the quality of services rendered to the public by providing employees with feedback and record of their service to the District.

Section B. Process

- All non-probationary annual contract employees will be formally evaluated by their supervisor/ administrator at least once annually in writing no later than the last week of May.
- 2. Each new and current employee shall be fully informed of the evaluation procedures, criteria, standards, and instrument to be used.
- 3. The formal evaluation will serve as a basis for discussion for recording satisfactory performance by an employee and where an employee's performance is unsatisfactory. (Attached as Appendix B).
- 4. The employee will receive, in a private meeting a completed copy of the employee's formal evaluation. The supervisor or administrator and the employee will sign and date the completed form. The employee's signature will not necessarily imply agreement with the evaluation, but acknowledge receipt. The employee will have the right to discuss the evaluation with the supervisor or administrator.
- Prior to giving an overall unsatisfactory evaluation, the supervisor shall notify the employee of the areas of ineffective performance, explain the performance deficiencies, provide assistance to improve, and give a time certain for the employee to correct the deficiencies.
- 6. Evaluations will be prepared and given by the employee's supervisor/ administrator only; provided, however that the preparer of the evaluation may secure the input of others who the employee has reported to during the rating period. The input will be fully disclosed to the employee.
- 7. The employee may request Union representation at post evaluation or professional improvement plan meetings.
- 8. The employee will have ten (10) business days to respond in writing to the evaluation and said response will be made a part of the employee's personnel file.

Section C. Performance Improvement Plans

If matters arise which may later form the basis for an unsatisfactory rating on a performance evaluation, such matters will be made the subject of a written performance improvement plan (Attached as Appendix B). It shall be the responsibility of the supervisor/ administrator to identify when an employee requires the assistance of a performance improvement plan for the purpose of improving performance deficiencies. The plan shall be prepared and given to the employee within ten business days after the supervisor/ administrator becomes aware of the matters giving rise to the need for a plan. The components and procedure for preparing a performance improvement plan will be as follows:

- 1. A performance improvement plan will be prepared by the employee's supervisor/ administrator, with input from the employee, on a form prescribed by the District.
- 2. The performance improvement plan will identify particular areas of concern and specific recommendations for improvement, strategies for improvement, a description of the assistance that will be offered, and a defined, reasonable length of time to correct performance deficiencies. The supervisor/ administrator will meet with the employee no later than the end of this time period and document the employee's success/ failure to meet the performance goal(s) of the plan. The employee will be responsible for completing the performance improvement plan.
- 3. A copy of the performance improvement plan will be given to the employee, reviewed with the employee in a private meeting, and placed in the employee's personnel file.

ARTICLE XIII: HOURS OF WORK

Section A. Normal Workday

The length of the normal workday shall be clearly designated to each employee prior to the beginning of the work year.

Section B. Work Calendar Changes

An employee will be notified by July 1 of changes to their work calendar.

Section C. Flexible Work Schedule

A flexible work schedule is defined as modifications to the established work schedule that affect the beginning and ending times and the duty-free lunch. A flexible work schedule shall not change the number of hours the employee works per normal work week. Flexibility in an individual's schedule may be approved/ disapproved in advance by the supervisor provided any denial is not arbitrary, capricious, or discriminatory.

Section D. Duty Free Lunch

All full-time employees who work at least four (4) continuous hours shall be provided a duty-free lunch period without pay of not less than thirty (30) minutes per day.

Section E. Right to Leave

An employee shall not be required to find a replacement for the employee's approved leave.

Section F. Straight Time Pay

Work time above the normal workweek but less than forty (40) hours shall be paid at the straight time hourly rate.

Section G. Overtime Pay

Hours worked in excess of forty (40) per week will be paid at one and one-half time the employee's regular hourly rate. Paid leave days will not be counted as time worked for the purpose of computing overtime pay. Payment for overtime will be included in the paycheck for the week in which the overtime was worked in accordance with the established payroll schedule, except that when a paycheck is issued early the overtime pay may be delayed until the next paycheck. Generally, overtime hours must be authorized in advance by the immediate supervisor, and all overtime hours worked must be reported for the week in which they were worked.

Section H. Paychecks

All nine and ten month employees will have the option to receive twenty four (24) or twenty (20) equal paychecks which will be paid on a semi-monthly basis. Eleven and twelve month employees will receive twenty four (24) checks.

1. Errors in Paycheck

Errors in payroll checks shall be reported promptly to the payroll department. Errors in payroll checks shall be corrected no later than the next paycheck; except that an error in the last paycheck shall be corrected within ten (10) working days of notification to the payroll department.

a. Salary Corrections — Amounts overpaid to employees shall be recovered by deductions from subsequent salary payments within the same fiscal year that the error is discovered. The number of subsequent checks to be affected shall be no greater than the number of checks that contained the error. If an employee terminates prior to reimbursing the District in full, the remaining balance due to the School Board shall be deducted from the final check. In the event that the amount due to the School Board is greater than the final check, or if the overpayment occurred on a person who is no longer an employee, recovery shall be by direct reimbursement and shall be due and payable within thirty (30) days of notice of the amount due.

2. Direct Deposit

The Board shall provide direct deposit of regular salaried paychecks. Enrollment is open throughout the year. All employees are required to enroll in direct deposit. The District will maintain a list of financial institutions that will work with employees without a bank account to establish an account. In lieu of printing a pay checks/ stubs, the District will provide check/ salary information electronically through the Employee Portal.

3. End of the Year Paychecks

Employees who work nine or ten months will receive all end of the year paychecks no later than ten (10) calendar days after the last employee day. If the tenth day falls on a holiday or weekend, checks will be distributed on the last workday prior to the weekend or holiday.

Section I. Mileage, Meals, and Rates Per Diem

1. Employees' Privately Owned Vehicles

Employees authorized to use their privately owned vehicle for approved work duties travel shall be paid mileage at the Board designated rate.

2. Employees Assigned More Than One (1)

School employees who are assigned to more than one (1) worksite per day shall be reimbursed for the mileage driven between Schools for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned School and the employee's residence.

3. Out of County Meals

Meals for required/ approved overnight travel shall be paid pursuant to the State established rates.

Section J. Substitute Stipend

When a Professional Support Staff employee is utilized as a substitute teacher, the following daily stipend rates shall apply:

- A total of two (2) to four (4) hours equals a thirty dollar (\$30.00) daily stipend.
- A total of greater than four (4) hours equals a sixty dollar (\$60.00) daily stipend.

Section K. Election Days

On election days, professional support staff employees may leave at the close of the student day after the safe dismissal of students for the purpose of voting. No professional support staff employee shall be required to stay beyond the regular workday on election days except employees who may be assigned on a rotating basis to cover the work site front office in order to provide essential services to parents and the general public.

The school administration shall not schedule a school-related event after the regular workday on election days, with the exception of an FHSAA event or other similar event beyond the control of the school administrator. In cases where such an event is scheduled and a professional support staff employee is required to attend, the school administrator and the employee may schedule in advance as feasible a date for the employee to leave early for the purposes of early voting.

Section L. Professional Development Day

One (1) Professional Development Day for bargaining unit-eligible Professional Support Staff employees shall be given in the first semester per year. Education Staff Professionals employees shall have more than one opportunity to take the professional development of their choice from the list provided by the School District and/ or the employee's administrator/ supervisor. The School District and/ or the employee's administrator/ supervisor shall provide at least two (2) courses or six (6) inservice hours specific to each job family [Clerical, Paraprofessionals (including ESE and VPK), Information Technology, Nurses, and Extended Day)], and shall ensure that the capacity exists to provide all Education Staff Professionals employees who desire to take a course the opportunity to do so (e.g., multiple offerings of the same or equivalent course either on the Professional Development Day or an alternative date). However, both parties understand that the availability of courses with specific guest speakers shall be limited due to the cost and the schedule of the guest speaker.

Section M. Professional Development Stipend

In-service training and planning on a non-duty day will be compensated at a minimum of \$70 for a three (3) hour day and \$140 for a six (6) hour day, provided the funding is available. Non- monetary consideration in lieu of the above may be agreed to between the administrator and the employee. This provision shall apply to compensate employees newly hired to the School District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion, including all work submitted.

ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

Section A. Vacancies

Vacancies, including those for any bargaining unit, shall be posted at least five (5) days (administrative positions ten (10) days) before the final date for application. The Board will continue to give consideration to currently employed personnel and will give preference to qualified applicants from within the school district when in the judgment of the Superintendent all qualifications are equal. Individuals shall submit their applications in writing to the Superintendent or his designee prior to the established deadline in order to be considered for the position.

Bargaining unit employees who apply and are interviewed for an advertised position will be notified in writing or by a phone call whether they have or have not been selected for the position.

The Superintendent shall post electronically on the District website a list of known professional support staff vacancies as vacancies occur for the coming year within fourteen (14) days of Board approval of the Personnel Allocation Package.

The Association's office shall receive a copy of all vacancies posted within the system. This vacancy list shall be updated each week as vacancies occur through the end of the post-school planning period. Thereafter, a list of vacancies shall be available electronically, at the County and Association offices. Any position being held for an employee returning from approved leave will be posted as a vacancy. However, priority for filling the vacancy will be given to the returning employee.

Section B. Posting of Vacancies

Posting shall take place when a vacancy exists as a result of promotion, resignation, retirement, termination, new staffing, and new operation start up. Vacancies shall be posted on the District website for employees to review. Posting shall include the position title, the location, special qualifications if necessary in the opinion of management, and the date the position was initially posted. The posted list shall remain posted until replaced by a new list.

Section C. Transfers

- 1. If a bargaining unit employee desires a transfer to be effective the next school year, the bargaining unit employee must submit a transfer request electronically on the employee portal by March 1.
- A bargaining unit employee on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of the bargaining unit employee's principal.
- 3. Bargaining unit employees may apply and will be considered for transfers at any time. Bargaining unit employees on the transfer list shall be considered first for any vacant position for which they qualify and specifically apply; however, the receiving administrator will make the final recommendation. Transfers shall be completed within thirty (30) days or less. Transfers will not be done in an arbitrary or capricious manner.

Section D. Allocation Reduction - Worksite

- If there is an allocation reduction at a worksite for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. The principal shall meet with the affected departments/ programs to review reductions to be made and seek volunteers to transfer. The names of the volunteers shall be given to the Human Resources department for placement.
- 2. If no or not enough employees volunteer for transfer, those bargaining unit employees with the least continuous years of district service in the school district will be placed at other worksites providing the employee possesses the necessary training and qualifications for the position in question and the program needs of the school.
- 3. Least service shall be determined initially by:
 - a. by job title
 - b. by consecutive years of district service then
 - c. by specific hire date.
- 4. Allocation reduction employees in the bargaining unit shall be assisted in finding a position within the district. Allocation reduction employees shall be placed in a similar position for which they are qualified before a person may be hired.

Section E. Conversion to Charter Schools

The District shall forward copies of all proposals concerning Charter Schools to the Osceola County Education Association as they are received. The following item is of particular interest to employees at a school which converts to Charter Status:

a) Upon the approval of the Board for a school to convert, the Superintendent or a designee shall meet with the President or a designee to review and discuss the process to allow bargaining unit employees to transfer from the converting Charter school, including the transfer timelines that will be followed. Each employee shall have the opportunity to request to transfer from any converted school. Conversion-school employees shall be assisted in finding a position within the District. Assistance shall include information about openings and opportunities to interview. Conversion-school employees shall be placed in a similar position for which they are qualified before a new employee may be hired or other current employees allowed to transfer voluntarily. Employees may be offered different type of position for which they are qualified.

Section F. Reduction in Force – District

If there will be a recommendation of a reduction in force (RIF), the Superintendent shall first meet with the Association to review the need for the reduction. Such review shall occur prior to official Board action and include the projected number of allocations to be reduced, financial and student data which require the reduction, and timelines for implementation of any reduction. If there is a reduction in bargaining unit allocations for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. In making involuntary transfers or reductions in force, bargaining unit employees with the least amount of service in the school district shall be transferred or laid off first, providing the employees transferred and the employees remaining in the district possess the necessary training and qualifications for the position in question and the program needs of the school.

Least amount of service shall be determined initially by:

- a) by job title
- b) by consecutive years of district service then
- c) by specific hire date.

Section G. Layoffs

- 1. Any bargaining unit employee who is to be laid off will be so notified in writing at least thirty (30) days before the effective date of the layoff unless a District financial crisis exists. Such notice will include the proposed time schedule, the reasons for the proposed action, and the employee's recall rights as set forth in this Article.
- 2. A bargaining unit employee who is laid off shall retain recall rights for eighteen months from the last day of regular employment.
- 3. Laid off employees shall have the right to purchase employee benefits as provided through COBRA.
- 4. A bargaining unit employee who is being recalled shall have twelve (12) calendar days from the postmarked date of the recall certified letter in which to reply to the Superintendent whether the bargaining unit employee will accept recall. Failure to respond or to accept the offer of recall within the foregoing time limit results in automatic forfeiture of recall rights. It shall be the obligation of the bargaining unit employee to keep the county office informed of the employee's correct mailing address.
- 5. Bargaining unit employees on layoff shall be recalled prior to the hiring of a new employee in their position and in the reverse order of layoff, providing they possess the necessary qualifications and have clearly demonstrated the ability to meet both the requirement of the position in question and the program needs of the school.
- 6. Such bargaining unit employees shall remain on the recall list until they accept a position with a similar job title, refuse a position with a similar job title, resign, retire, or the rights to recall have expired.

7. Bargaining unit employees may submit additional qualifications to be used for recall after layoff.

Section H. Cross Training and Job Shadowing

- 1. Employees who wish to be cross-trained in other positions must include this as part of their professional development plan. Approval must be received in advance from the employee's immediate supervisor.
- 2. It shall be the responsibility of the employee to submit to the employee's supervisor the proposed cross-training plan, to include:
 - a. Specific approval by the employee's immediate supervisor as to the:
 - 1) Classification specification of the position to be shadowed,
 - 2) Current qualifications for the position to be shadowed,
 - 3) Proposed site and employee who will be shadowed, and
 - 4) Proposed dates and time to be spent in shadowing.
 - b. Written approval from the employee to be shadowed, as well as the employee's immediate supervisor (after receipt of approval from the requesting employee's immediate supervisor).
 - c. A plan for ensuring that the shadowing employee's duties and responsibilities will be covered during the employee's absence.
- 3. The employee shall obtain acknowledgment from the employee shadowed and both supervisors upon completion of the job shadowing.
- 4. Completion of all approved job shadowing professional development programs shall be attached to the annual evaluation form.

ARTICLE XV: LEAVE

Section A. Leave of Absence

A leave of absence is permission granted by the Board for an employee to be absent from duty for a specified period of time with the right to return to employment on the expiration of leave. Any absence of a member of the bargaining unit from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance and shall be used for the purposes set forth in the leave application. Any request that leave be granted retroactively shall be denied except in the case of leave for sickness or other emergencies, in which case leave shall be deemed to be granted in advance provided prompt report is made to the proper authority.

Section B. Sick Leave

- 1. Each full-time employee shall receive four (4) days of sick leave as of the first day of employment of the current contract year, and thereafter shall be credited with one (1) additional day of sick leave at the end of each month of employment to a maximum of nine (9) days for nine (9) month employees, ten (10) days for ten (10) month employees, eleven (11) days for eleven (11) month employees, and twelve (12) days for twelve (12) month employees. Employees returning from sick leave shall be returned to the same School assignment and position held before the leave.
- 2. The total unused portion of the annual sick leave shall be permitted to accumulate indefinitely.
- 3. Sick leave days accumulated by an employee prior to a leave of absence shall be credited to the employee upon return.
- 4. Annual and accumulated sick leave days may be used either for personal illness or emergencies as defined below:
 - a. Personal illness of the employee
 - b. Death or illness of father, mother, brother, sister, husband, wife, child, other close relative, or member of the employee's own household
 - c. Sick leave may be used for maternity reasons upon verification of pregnancy by a statement to the Superintendent from a licensed physician.
- 5. Employees can transfer sick leave into this District, from another District in Florida, equal to the amount that they earn in this District. Employees formerly employed in Osceola County shall have any accumulated sick leave reinstated upon reemployment. The reinstated leave shall be reduced only to the extent that the number of days used in another District exceeds the number earned in that District.

Section C. Employees' Voluntary Sick Leave Bank

1. Membership

Any full-time employee of the Board, having been employed by the School Board for at least one (1) year and having at least ten (10) days accrued sick leave by the end of September of each year (inclusive of four (4) days sick leave advanced), may enroll in the sick leave bank by voluntarily contributing one (1) sick day to the Bank. The enrollment shall be opened each year during the months of September and February only. Employees on leave returning to service may join the Bank within ten (10) days of their employment if they meet all other criteria.

- a. Enrollment must be made on the prescribed form furnished by the Personnel Department.
- b. Any sick leave day contributed pursuant to this section shall be removed from the personally accumulated sick leave balance of that employee and shall not be returned.
- c. Membership in the Sick Leave Bank shall be continuous from the initial enrollment until an individual member has withdrawn from the plan or has drawn the maximum allowed from the Bank.

2. Replenishment Contributions

If the Bank is depleted during a School year, members may be assessed up to a maximum of three (3) days per year.

3. Administration and Governance

- a. A Human Resources Department Committee will administer the Sick Leave Bank and will determine the validity of claims against the Bank.
- b. The Personnel Department will make available an annual report of usage of the Bank to the School Board and to Participating members.
- c. Appeals shall be handled by the Superintendent who will establish a five member Appeals Committee, representatives of both Association and management for the purpose of settling any dispute arising from claims against the Bank. The Committee will be comprised of two members from the Teacher Association appointed by the President and two members appointed by the Superintendent, and one Non-Instructional person mutually agreed upon by the Association President and the Superintendent. This Appeals committee shall be the final authority on all disputes or interpretation involving eligibility for benefits.

4. Eligibility

In the event of a serious personal illness, accident, or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) workdays per incident.
- b. Applications must be made to the Personnel Department including a statement from a doctor attesting to the member's extended illness, accident, or injury. The statement must certify:

- 1) The nature of the illness, accident, or injury.
- 2) That in the event of an operation, it is absolutely necessary and could not reasonably be delayed until a break in the employee's duty schedule.
- 3) The probable date the member would be able to return to work.
- c. Application must also provide permission to investigate medical records and either information needed for review or appeal.
- d. A participating member shall not be eligible to use sick leave from the Bank if the employee is on leave for injury or illness in the line of duty, worker's compensation, or on medical retirement.

5. **Benefits**

- a. All cases will be reviewed by the Sick Leave Bank Approval Committee when each twentieth (20th) day of benefits had been reached up to the maximum amount allowable. At this time, the Committee may request additional medical certification. Also, at this time, any sick leave which may have been accrued by the participant must then be used before resumption of drawing from the Sick Leave Bank.
- b. Upon approval of application, a member will be allowed to draw up to a maximum of forty (40) paid sick leave days from the Bank, provided there remains sufficient leave days in the Bank.
- c. The employee shall not have to pay back in any manner the number of days used from the Sick Leave Bank except as outlined in the Section below.
- d. In the event a member draws from the Sick Leave Bank, that individual membership shall be suspended from the Bank membership after drawing all days authorized from the Bank. Such individuals may reinstate membership by meeting qualifications in section above.

6. Participation Abuse

Alleged abuse of the Sick Leave Bank shall be investigated by the Personnel Department. If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all sick leave credit (in dollars) drawn from the Sick Leave Bank and after review by the Appeals Committee be subject to such other disciplinary action as determined by the School Board.

7. Withdrawal from Participation

Any participating employee who wishes to withdraw from participation in the Sick Leave Bank may do so and withdrawal will be effective immediately upon receipt by the Personnel Department of written notification of the employee's intent to withdraw. Any previously contributed sick leave will become the property of the Sick Leave Bank.

8. Discontinuance of Sick Leave Bank

If it becomes necessary to terminate the Sick Leave Bank, unused sick leave in the Bank will be distributed in the following manner:

a. Each member will receive an equal share of the unused days to be credited to his personal accumulated sick leave account.

- b. Any balance left will be disposed of at the sole discretion of the Board.
- c. In no instance will the days credited back to members be greater than the number remaining in the Bank.
- d. Any member joining this Sick Leave Bank acknowledges that the limit of liability for any challenge to the Appeals Committee's decision is limited to the number of days the individual contributed to the Bank.

Section D. Illness-in-the-Line-of-Duty Leave

Any employee shall be entitled to illness-in-line-of-duty leave when the employee has to be absent from duties because of a personal injury received in the discharge of duty or because of diagnosed illness from any contagious or infectious disease contracted in School through which direct contact has been substantiated. Leave shall be authorized for a total not to exceed ten (10) days per year. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the School Board warrants it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the School Board shall deem proper. Use of such leave shall result in no reduction of the employee's accumulated sick leave, and shall be with full pay. The Board shall also provide Worker's Compensation insurance for all employees for properly reported injuries received in the discharge of their duties.

Section E. Leave for Personal Reasons

Employees shall be granted six (6) days of leave for personal reasons with pay per School year.

- Notification of leave for personal reasons shall be made in advance. The employee shall make every reasonable effort to notify the administrator by noon of the workday before the absence except when unforeseen events make such arrangements by the employee impractical.
- 2. The applicant's reason for taking leave for personal reasons shall be to state that the employee is taking it under the provisions of this Contract.
- 3. Leave for personal reasons shall be charged to sick leave when used under this part.

Section F. Maternity Leave

Maternity leave not to exceed one (1) year without pay and shall be granted following request by the employee. A pregnant employee shall have the option of:

- 1. Electing to take maternity leave.
- 2. To continue working until certified by a physician as being unable to perform the employee's duties, at which time accrued sick leave will be granted, and the employee electing such leave shall return to work as soon as physically able.

An employee returning to active employment from maternity leave when the leave has not been charged entirely to sick leave, shall immediately be assigned to the same position held at the time the leave commenced if said position is available. If the position is not available, the employee will be reassigned to the first available position for which the employee is qualified.

An employee returning to active employment from maternity leave which has been charged entirely to sick leave shall immediately be assigned to the same position held at the time the leave commenced.

Section G. Adoptive Leave

An employee adopting a child six (6) years of age or less shall be entitled to adoptive leave without pay not to exceed one (1) year. An employee returning to active employment from an adoptive leave shall be reassigned to the first available position for which the employee is qualified.

Section H. Jury Duty or Court Witness

- An employee shall be authorized to be absent from assigned duties and shall receive
 his regular salary plus court fees while serving as a witness in any job related court
 case. The employee shall submit a copy of the subpoena or letter from either attorney
 in the case to the Superintendent.
- 2. An employee shall be authorized to be absent from assigned duties, and shall receive his regular salary plus court fees while serving as a juror in any court case. If notice of jury duty is received, the principal or Superintendent should be immediately notified in writing of invoice from the District.

Section I. Personal Leave

- 1. An employee may request personal leave without pay for a specified period up to one (1) year. The request shall be made in writing on the form prescribed by the Board. The leave must be approved by the employee's immediate supervisor and the Superintendent or his designee before it is presented to the Board for approval. The request shall specify the time of the leave and the reason for the request. Personal leave without pay may be requested for, but not limited to:
 - a. Leave to serve in the armed services;
 - b. Leave for academic study;
 - c. Leave for serving in the Peace Corps;
 - d. Leave for child-rearing (for natural or adopted child);
 - e. Leave for childbearing;
 - f. Leave to run for or serve in an elected office;
 - g. Leave to serve as an officer in the Florida Education Association or its national affiliate; or
 - h. Leave to participate in exchange programs in the School Districts, states, territories, or countries.
- 2. The request for personal leave without pay will be approved only if the employee's immediate supervisor, the Superintendent, and the Board are satisfied that the needs of the District can be met.
- 3. An employee on personal leave without pay may maintain coverage in the following employee benefit programs provided the employee pays the full cost on a monthly basis in advance of the month due.
 - a. An employee on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave, subject to the provisions of the retirement system of which the employee is a member.
 - b. An employee on personal leave without pay may maintain coverage in group insurance programs as provided in this contract provided the insurance carrier permits. The employee shall pay the premiums for such insurance programs on a monthly basis in advance of the month due.
- 4. Experience credit while on unpaid leave.
 - a. An employee on military leave shall be credited with up to four (4) years' experience on the salary schedule upon return to duty.
- 5. Upon the expiration of personal leave without pay, the employee will be placed in the first similar available position for which the employee is qualified. Upon the expiration

- of a personal leave granted for a period of ten (10) working days or less, the employee will be assigned to the same position held at the time the leave commenced.
- 6. An employee wishing to return to work before the end of the requested leave should make his request to the Superintendent as soon as possible but at least ten (10) days before the employee wishes to return to work. The Board will make every effort to allow the employee to return to work as soon as practicable.
- 7. No leave shall be granted beyond one (1) year. Automatic renewal of a personal leave without pay is not granted. It shall be the responsibility of the employee on leave to request renewal by May 1. Personal leave without pay shall not exceed 24 months, except that, upon written request; the Superintendent may recommend that this provision be waived. Employees shall be notified, in writing, of the above stipulations upon notification of leave approval.

Section J. Family Medical Leave

Family Medical Leave shall be administered pursuant to School Board Rules.

Section K. Vacation Leave

- 1. Twelve (12) month professional support employees shall accumulate vacation as follows:
 - a. One (1) day for each month of employment for those employed by the District for less than five (5) active service years;
 - b. One and one-quarter (1 1/4) days per month of employment for those employed five (5) active service years or more; and
 - c. One and one-half (1 ½) days per month of employment for those employed ten (10) active service years or more.
- 2. Earned leave shall be credited at the end of the month. An employee earning pay for at least seventy-five percent (75%) of the workdays in the month shall be treated as earning benefits for a month of employment.
 - a. A full time employee whose normal working day is less than eight (8) hours shall earn and use vacation leave days in proportion to hours worked.
 - b. Annual vacation leave time for an individual employee shall be approved by the superintendent/ designee and scheduled so that there will be a minimum disruption of the operation of the School system.
 - c. A leave application shall be filed with the Superintendent or designee showing the annual leave dates.
 - d. Annual leave used shall be charged to accumulated balances on a last-in first-out basis.
 - e. The accumulation of leave for the purpose of terminal pay shall be subject to the School Board Rules.

Section L. Pallbearer/ Bereavement Leave

The school principal or any department head is authorized to approve any employee's request to serve as a pallbearer or to attend the funeral of a member of their immediate family (e.g., spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law, domestic partner, or other member of the employee's immediate household). This leave time shall be in addition to the employee's sick leave.

Section M. Charter School Leave

An employee of the School Board may take unpaid leave to accept employment in a Charter School upon the approval of the School Board. While employed by the Charter School and on leave that is approved by the School Board, the employee may retain seniority accrued in the School District and may continue to be covered by the benefit programs of the School District, if the Charter School and the School Board agree to this arrangement and its financing. The employee must apply for Charter School Leave on an annual basis. An employee who is granted Charter School Leave may not participate in the sick leave pool because the employee is not an employee of the District while on Charter School leave. If the District at the end of the leave employs the employee, the employee may participate in the sick leave pool and will be credited with accumulated sick leave in accordance with School Board policy when the employee returns.

Section N. Natural Disaster Leave

If an employee is affected by a Natural Disaster in the county where the employee resides, then that employee may be eligible for Natural Disaster Leave.

- 1. Natural Disaster A Natural Disaster means a tornado, hurricane, flood, fire, or similar event.
- 2. Eligibility An employee may be eligible for Natural Disaster Leave if the employee has been directly affected by the natural disaster. A person is directly affected by the natural disaster under the following circumstances:
 - a. Personal injury as a result of the natural disaster
 - b. Substantial loss of property (defined as the employee's primary physical residence) as a result of the natural disaster.
- 3. Application An eligible employee may file an application for a maximum of ten (10) days of paid Natural Disaster Leave. The application must include documentation to support the employee's eligibility and the number of days requested. An eligible employee must file an application for Natural Disaster Leave within thirty (30) days of the natural disaster.
- 4. Approval of Leave A determination of eligibility for Natural Disaster Leave is solely within the discretion of the Superintendent/ designee. The number of days of Natural Disaster Leave granted to an eligible employee is also solely within the discretion of the Superintendent/ designee. An employee who has been granted Natural Disaster Leave may request an extension of the number of days of the leave. Approval of an extension is solely within the discretion of the Superintendent.

5. Reimbursement - The Natural Disaster Leave shall be paid retroactively to eligible employees as a reimbursement after their application has been approved by the Superintendent.

All full time employees of the School District, who have been employed for three (3) consecutive months, may receive a maximum of two (2) hours of paid discretionary volunteer leave, for every calendar month of the School calendar year, for the purpose of volunteering, mentoring, or otherwise assisting in Osceola County Public Schools. For the purposes of this policy, the School calendar year is defined as the adopted student School year consisting of one-hundred eighty (180) days. An employee is eligible for this leave after three (3) months of consecutive employment. Discretionary volunteer leave time is noncumulative.

It is the responsibility of the employee to make prior arrangements regarding the appropriate completion of their job responsibilities during the requested leave. The employee must submit the proposed arrangements for completion of job responsibilities and requested leave time in advance to the employee's direct supervisor for approval.

Section O. Military Leave

- 1. Military leave shall be granted without pay, except as provided below, to an employee of the Board who is required to serve in the Armed Forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in the reserves of the Armed Forces or National Guard or retirees and may be granted at the discretion of the Board without pay to any employee volunteering for military duty. An employee granted such leave for military service shall, upon completion of the tour of duty, be returned to employment without prejudice provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty and provided further that the Board shall have a reasonable time, not to exceed thirty (30) days to reassign the employee to duty in the School system. Military leave shall not be counted as years of service for pay purposes.
- 2. All employees who are commissioned reserve officers or reserve enlisted personnel in the United States military, naval service, members of the National Guard, or recalled retirees or draftees shall be entitled to leave of absence from their respective duties without loss of pay, time, or efficiency rating in field days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or Navy Training Regulations for such personnel when assigned to active duty, provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed two hundred forty (240) working hours, per Section 115.07 Officers and employees' leaves of absence for reserve or guard training, Florida Statutes, in any one annual period.

3. Beginning September 12, 2001 all full-time regular employees who are Reservists/ Florida National Guard called to full-time Federal or State military service, recalled retirees or draftees and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements and benefits for the first thirty (30) days of service. Thereafter, any such reservists shall (1) have the employee's total gross military pay supplemented up to the amount the employee was earning on the salary schedule plus supplements and benefits; (2) accrue sick and vacation leave and all other employee rights and benefits in effect at the time the employee was called to active duty. Individuals who are unable to return to work after discharge due to service related disabilities shall not be required to refund salary and the cost of benefits paid for the term of the leave.

Section P. Temporary Duty Elsewhere

- 1. An employee may be assigned to be temporarily away from the employee's regular duties and place of employment for the purpose of performing other educational services, including participation in surveys, professional meetings, study courses, workshops, and similar services of direct benefit to the School District. Such assignment may be initiated by the Superintendent or by the individual who desires the temporary duty as days of duty and is subject to the employee's supervisor's approval.
- 2. The Superintendent shall develop procedures and guidelines to implement this policy.

Section Q. Association President Leave

1. If elected into office, this language allows an Education Staff Professional to serve as a full time release President for the Association. The Association President shall be given credit on the salary schedule for the year(s) served as President.

ARTICLE XVI: BENEFITS

Section A. Terminal Pay

Terminal pay for accumulated sick leave will be provided to employees at normal retirement or to his beneficiary if service is terminated by death. The amount of such terminal pay shall be determined as follows:

- 1. During the first three (3) years of service, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of accumulated sick leave.
- 2. During the next three (3) years of service, the daily rate of pay multiplied by forty (40) percent times the number of days of accumulated sick leave.
- 3. During the next three (3) years of service, the daily rate of pay multiplied by forty-five (45) percent times the number of days of accumulated sick leave.
- 4. During and after the tenth (10th) year of service the daily rate of pay multiplied by fifty (50) percent times the number of days of accumulated sick leave.
- 5. For employees having served a minimum of thirteen (13) years in Osceola County, the daily rate of pay will be multiplied by 100% times the number of days accumulated sick leave.

The parties agree to participate in a mandatory plan for all employees to shelter their sick leave pay out at retirement in accordance with IRS regulations. Retirees shall have the option to withdraw their sheltered sick leave pay out without individual financial loss.

Section B. Insurance

The Board shall provide for all regular full-time employees a fully paid group life insurance plan which shall pay the employee's designated beneficiary an amount equal to the employee's annual salary rounded up to the next higher thousand in the event of death, and in the event of accidental death or dismemberment, a sum not less than twice that amount. There shall be a provision for the purchase of additional insurance coverage to be paid by the employee. In addition, the Board shall make available through payroll deduction, life insurance for each dependent at the employee's expense. This insurance shall be with the Board approved carrier.

The Board shall provide double life insurance, fully paid, for any employee at or above step 10 on the salary schedule.

Section C. Major Medical

The Board will annually provide a fully paid individual major medical plan to all regular full-time bargaining unit employees. The Board will also make available major medical benefit plan(s) at an additional cost above the fully paid Board contribution for individual coverage. If an employee's regular employment ends during the course of the twelve month period of the plan, the benefits will end on the employee's last workday of that active employment. However, if the employee successfully completes their contract year as evidenced by reappointment or if the employee would have been reappointed as evidenced by a satisfactory evaluation, but is not reappointed due to a reduction in force, or because the employee chooses to resign, the coverage will continue through the day prior to the start of the work calendar for the new School year. The employee may continue these benefits after these dates in accordance with the COBRA law by paying the premium. The full annual premium cost to the Board for the group health insurance package shall be considered a vital part of the employee's compensation. The full amount of premium increase from year to year shall be considered as a benefit increase in lieu of a salary increase deducted from dollars available for salary increases.

Specific benefits shall be as delineated in "The School District of Osceola County Florida Medical Indemnity Plan Document" and shall be available through the Risk Management Office. The plan summary, including "Coverages" and "Exclusions/ Limitations," will be provided to every employee. The Association and the individual employees shall be notified prior to any plan changes. The insurance carrier shall be decided upon by the Board. Dependent coverage shall be available at the expense of the employee. Where two members of the same family are employed by the School District, the total amount paid for the spouse shall be credited toward the cost of dependent coverage.

Employees may request that physicians be added to the plans(s) through the insurance committee; however, it is understood the network provider makes the determination. When an employee chooses to participate in a health plan, the employee may choose any of the employee paid dental plans available for their dependents.

Section D. Additional Benefits

The Board will make available to employees, disability benefits, an indemnity dental insurance plan and vision insurance plan through payroll deduction at the employee's expense, provided that the required minimum number of employees enroll. The Board shall reserve the right to cancel when enrollments drop below minimum levels required by the carrier. The disability insurance plan, dental plan, and carrier shall be decided upon by the Board jointly.

The Board shall provide general liability protection for employees at the same coverage limits as provided to all other employees.

The Board will continue to provide payroll deductions to the employee, for all tax deferred annuity programs that comply with current IRS regulations and recommended monitoring procedures that limit the Board's liability. In order to limit that liability, approved Vendors will be required to (1) provide the Plan Administrator with monthly electronic data files necessary for effective recordkeeping and/ or information sharing and (2) agree to offset the employer's plan administration expense per month per participant. Failure to comply with the requirements outlined above and companies with on-going administrative problems will be subject to removal from the approved Vendor listing. It is further agreed by both parties that there will not be a minimum number of participants required.

Employees retiring from Osceola County shall be allowed to remain as participants ingroup health and life insurance programs covered by the Agreement until at least age 65. In accordance with federal law, at age 65, retirees will be required to enroll in Medicare Part B, the health insurance will become secondary to Medicare, and life insurance may be converted to an individual policy or keep the \$10,000 policy. Employees choosing to remain as participants shall be required to reimburse the Board for the premium in advance of the due date according to the schedule of due dates provided by the Superintendent.

The Board will consider requests for the purchase of early retirement annuities qualified by IRS regulations in accordance with Florida Statutes and Board rules.

The Board shall provide employees with access to all qualifying insurance deductions in accordance with IRS Section 125.

Section E. Deferred Retirement Option Program (DROP)

The program shall be administered pursuant to Florida Statutes.

ARTICLE XVII: COMPENSATION AND EXPERIENCE CREDIT

Section A. Professional Compensation

Professional compensation for employees during the term of this Agreement shall be set forth in the Appendices, which are attached to and made a part of this Contract. Employees shall be paid according to the salary schedule and shall receive years of experience subject to the following criteria:

1. Experience Credit

- a. An employee who is re-employed after a break in service for approved leave will not lose the employee's prior experience level on the salary schedule.
- b. All Florida public school, nonpublic, private sector, and in and out of the United States experience, in the same or reasonably related job classification shall count as experience on the salary schedule up to five (5) years. Written verification of such prior experience or service must be received within twelve (12) months of initial employment with pay retroactive to first day of current contract year. Experience credit will be awarded, upon verification, at the time of initial hire and placement on the salary schedule.

c. Current Employees Who Transfer

If a current employee transfers into a position of a higher pay level, they shall be placed at the lowest pay level for that position or the closest to a 5% increase from the position which the person has transferred, whichever is greater. If the new step is less than step 5, the employee may be credited up to five (5) years of related experience. If an employee transfers to a different position within the bargaining unit with substantially different job responsibilities (such as a custodian to a paraprofessional), the employee shall be placed under probation for a period of ninety (90) calendar days as recommended by the supervising administrator.

d. New Employees

Adds new language that once an employee's probationary period has been completed, transferring to a similar position will not create a second opportunity for experience submission. If an employee transfers to a substantially different position where their previous external experience may not have been credited initially, the employee can submit experience verification paperwork for consideration of credit up to a maximum of step 5. They must meet the deadline for experience verification submission.

2. Military Experience

If an individual's employment is interrupted by military service, up to four (4) year's salary credit shall be granted, however no military experience for which an employee is receiving retirement benefits shall be applied as year's credit on the salary schedule. Verification of such experience must be received by the Board within one (1) year from date of hire.

Section B. Step Increases

If the projected increase in available unrestricted revenue for the general fund is less than the projected costs to implement full step, then the parties understand that full step will not be granted and will negotiate for any potential salary increase. If the projected increase in available revenue for the general fund exceeds the projected costs to implement the full step, the step shall be paid and retroactively to the beginning of the employee's contract year along with any other potential increases agreed to through the collective bargaining process.

Section C. Unsatisfactory Evaluations

Effective July 1, 2011, the following language shall be implemented. The salary of a Bargaining unit employee reflected in Appendix C – Salary Schedule of this contract shall remain the same dollar amount under the following conditions:

1. If the bargaining unit employee receives an overall "unsatisfactory" on the employee's annual evaluation (for the purposes of this article, overall "unsatisfactory shall be determined to be one more than half of the indicators on the assessment rated as "unsatisfactory"), the employee's movement on the salary schedule shall be frozen for the subsequent school year(s) until that employee demonstrates "effective" performance on their annual evaluation. At such time, vertical movement on the salary schedule shall be resumed.

ARTICLE XVIII: TERMS OF CONTRACT

Section A. Term of the Contract

This Contract shall become effective when ratified by the Educational Staff Professionals unit of the Osceola County Education Association, approved by the Board, and signed by the parties, and shall remain in effect for the term identified by the "Approval of the Parties" document, which follows this Article. Both parties agree to enter into a collaborative/interest-based bargaining process. A contract shall be ratified with the understanding that Contract Articles, specific paragraphs, or new issues may be opened, bargained, ratified, and implemented throughout the fiscal year.

BARGAINING TEAM

OSCEOLA	OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA) MEMBERS											
Anne Calandrino	Uni-Serv Director	OCEA										
Barbara Gleason	OCEA Chief Negotiator/ Student Records Clerk	Osceola Virtual Secondary School										
Susan Compton	Bookkeeper	Central Custodial Services										
Salvatore D'Addio	Computer Tech	Information and Technology										
Stella Gil	Bookkeeper	Boggy Creek Elementary School										
Danielle Worrell-James	Paraprofessional	Pleasant Hill Elementary School										
Janet Moody	President	OCEA										
LaShanna Ward	Paraprofessional	St. Cloud Middle School										

Kristie Rupchand	Recording Secretary/ Secretary to Janet Moody	OCEA
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MEMBERS ON BEHALF OF THE OSCEOLA COUNTY SCHOOL BOARD (OCSB)											
Angela Barner	Director	Finance									
John Boyd	OCSB Chief Negotiator/ Director	Government & Labor Relations (Human Resources)									
Hilary Deluca	Director	Exceptional Student Education (ESE)									
Nate Fancher	Principal	St. Cloud High School									
Jose Gonzalez	Director	Budget									
Rhonda McMahon	Director	Student Services									

Jennifer Gomez	Recording Secretary/ Secretary to John Boyd	Government & Labor Relations (Human Resources)	
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APPROVAL OF PARTIES

2023-24 LABOR CONTRACT, SALARY AND FRINGES ACCEPTED BY THE SCHOOL BOARD AND THE OSCEOLA COUNTY EDUCATION ASSOCIATION, EDUCATION STAFF PROFESSIONALS EMPLOYEES

Accepted by the Accepted by the School Board of Osceola County, Florida Osceola County Education Association Terry Castillo. Janet Moody. Chairperson of the Board President of the Association Dr. Mark Shanoff, Susan Compton, Superintendent ESP Vice President of the Association Barbara Gleason, Chief Negotiator for the School Board Chief Negotiator of the Association Witnesses as to the School Board Witnesses as to the Association Tentative Agreement by Education Staff Professionals Employees Bargaining Leadership Team (BLT): July 12, 2023

Ratified by Osceola County Education Association (OCEA): August 16, 2023

Revised: August 16, 2023; September 05, 2023

Ratified by Osceola County School Board (OCSB):

Term of Contract Expiration Date:

September 5, 2023

June 30, 2024

APPENDIX A: GRIEVANCE FORM

	nty Education Association of Osceola County, Florida		Grievance #
Name:		SS#:	
Supervisor: _		Work Location	on:
Date:			
Applicable Co	ntract Provisions:		
Date Grievano	ce Occurred:		
Description:			
Relief Sought	:		
Signature of C	Grievant:		Date:
LEVEL I	Grievant and Supervisor me	t to discuss issu	ue and attempt to resolve.
	Date of Meeting:		
LEVEL II	Response by Chief Human I Date Received:		er
	GRANTED		DENIED
	Response by the Chief Hum	an Resources (Officer:
Signature:	Chief Human Resources Off	icer	Date:

Revised: August 16, 2023; September 05, 2023

FC-700-245

Grieva Name:	nce # _		SS#:	
LEVEL	III	Response by Superintendent or I	Designee	
	Date R	eceived:		
	GRAN [°]	TED	DENIE	:D
	Respo	nse by Superintendent:		
Signatı	ure:	Superintendent		Date:
LEVEL	IV	Submit to Arbitration		
	Date S	ubmitted:		
	Award	of the Arbitrator:		

SEE ATTACHMENTS

APPENDIX B: EVALUATION

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PROFESSIONAL SUPPORT STAFF ASSESSMENT												
NAME Last First Middle EMPLOYEE ID NUMBER												
POSITION			SCH	OOL I	DEPARTMENT	DATE / /						
PRINCIPAL/ADMINISTRATOR NA	ME		ОТН	ER(S)	HAVING INPUT IN THIS ASSESS	MENT	PROBATION ANNUAL					
			18	VAL	UATION RATINGS							
For the Performance Factors listed below, please indicate the effectiveness with which they were applied in achieving the results. When assessing each factor, apply the following broad definitions: (if a rating of 3 or 4 is used, a Performance Improvement Plan - FC-710-1959 must be attached.) 1. STRENGTH Positive impact on results 2. SATISFACTORY Consistently meets expectations 3. DEVELOPMENT NEEDED Needs to increase present effectiveness to meet the requirements of the position 4. UNSATISFACTORY Considerable room for improvement; negative impact on results												
PERFORMANCE FACTORS	1	2	3	4 4	COMMENTS: Use additional page	es as necessary t	o explain rating					
JOB KNOWLEDGE: Has the knowledge to do job effectively and stays abreast of changes.												
QUALITY/QUANTITY OF WORK: Accuracy, timely performance and thoroughness of work product												
INTERACTION: Interacts in a positive way with others.												
WORK ATTITUDE: Strong positive attitude – supports and helps others												
PUNCTUALITY/ATTENDANCE: Reports and leaves work on time – Works scheduled hour/days.												
SAFETY: Maintains safe work area and practices												
RESPONSIBILITY: Accepts responsibility for actions and assignments												
APPROPRIATE DRESS FOR JOB: Attire is consistent with policy and employee safety												
ADAPTABILITY/FLEXIBILITY: Able to adapt to changing responsibilities and conditions												
				5	SIGNATURES							
This Assessment has been discussed with me: (check one)												
Principal/Administrator Signature			Date	2	Employee Signature		Date					

Original with signatures: Professional Development
Copies: Worksite, Employee
An Equal Opportunity Agency

APPENDIX C: PROFESSIONAL IMPROVEMENT PLAN

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PI	PROFESSIONA ROFESSIONAL I				
Name:				Social Security Number:	-
Position Title:	School/Dept:			Date/_	
Principal/Administrator Name	Other(s) having input i	in this plan		Probation	Annual
Planning Date	Review Date(s):	/_	/	Completion Da	te
		,/	_/ ANCE DEFICIEN		/
Date:/	ASSISTAN TIMELINE FO	L REVIEW	MENT		
COMMENTS: NOTE TO EMPLOYEE: Non-compli		IATURES	s plan may impact yo		mployment.
PLANNING					
Principal/Administrator Signature	Date		Employee Signatur	e /	Date
FINAL REVIEW	,			,	
Principal/Administrator Signature	Date		Employee Signatur	e	Date

An Equal Opportunity Agency

Original with signatures: Professional Development Copies: Worksite, Employee FC-710-1959 (Rev. 06/04)

APPENDIX D: 2023-24 SALARY SCHEDULE

	ESP SALARY SCHEDULES 2023-24														
Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days	UID	IE UIE	1F U1F	2 U02	3 U03	4 U04	5 U05	6 U06	7 U07	8 U08	9 U09	10 U10	10A U40	10B U41	10C U42
Addl Per Hr															
Exp. Step 0-2 3 4 5	15.75 15.75 15.75 15.75	15.75 15.75 15.75 15.75	15.75 15.75 15.75 15.75	15.75 15.75 15.75 15.75	15.75 15.75 15.75 15.75	16.07 16.23 16.23 16.44	16.42 16.58 16.58 16.80	16.81 16.97 16.97 17.19	17.51 17.67 17.67 17.89	17.91 18.07 18.07 18.29	18.32 18.49 18.49 18.70	18.76 18.93 18.93 19.14	19.23 19.39 19.39 19.61	19.48 19.64 19.64 19.85	20.03 20.19 20.19 20.41
6 7 8 9	15.75 16.28 16.28 16.28 16.28	15.75 16.28 16.28 16.28 16.28	15.75 16.28 16.28 16.28 16.28	15.75 16.28 16.28 16.28 16.28	15.95 16.28 16.28 16.28 16.28	16.44 16.44 16.44 16.44 16.44	16.80 16.80 16.80 16.80 16.80	17.19 17.19 17.19 17.19 17.19	17.89 17.89 17.89 17.89 17.89	18.29 18.29 18.29 18.29 18.29	18.70 18.70 18.70 18.70 18.70	19.14 19.14 19.14 19.14 19.14	19.61 19.61 19.61 19.61 19.61	19.85 19.85 19.85 19.85 19.85	20.41 20.41 20.41 20.41 20.41
11 12 13 14	16.28 16.80 16.80 16.80	16.28 16.80 16.80 16.80	16.28 16.80 16.80 16.80	16.28 16.80 16.80 16.80	16.28 16.80 16.80 16.80	16.44 16.80 16.80 16.80	16.80 16.93 17.03 17.16	17.19 17.31 17.39 17.53	17.89 18.02 18.12 18.27	18.29 18.43 18.53 18.69	18.70 18.83 18.95 19.11	19.14 19.28 19.38 19.55	19.61 19.76 19.87 20.03	19.85 20.00 20.10 20.29	20.41 20.56 20.67 20.86
15 16 17 18 19	16.80 16.80 17.33 17.33 17.33	16.80 16.80 17.33 17.33 17.33	16.80 16.80 17.33 17.33 17.33	16.80 16.80 17.33 17.33 17.33	16.80 16.80 17.33 17.33 17.33	16.80 16.80 17.33 17.33 17.42	17.16 17.16 17.35 17.54 17.77	17.53 17.53 17.74 17.96 18.17	18.27 18.27 18.47 18.68 18.89	18.69 18.69 18.88 19.09 19.31	19.11 19.11 19.30 19.51 19.74	19.55 19.55 19.76 19.96 20.21	20.03 20.03 20.23 20.44 20.65	20.29 20.29 20.49 20.70 20.95	20.86 20.86 21.04 21.25 21.49
20 21 22 23	17.33 17.33 17.85 17.85	17.33 17.33 17.85 17.85	17.33 17.33 17.85 17.85	17.33 17.33 17.85 17.85	17.33 17.33 17.85 17.85	17.51 17.77 18.02 18.33	18.02 18.28 18.53 18.79	18.40 18.70 18.95 19.21	19.13 19.38 19.66 19.93	19.55 19.81 20.06 20.35	19.97 20.23 20.51 20.75	20.46 20.73 21.00 21.28	20.92 21.16 21.41 21.70	21.19 21.47 21.77 22.05	21.71 21.97 22.25 22.50
24 25 26 27 28	17.85 17.85 17.85 17.85 17.85	17.85 17.85 17.85 17.85 17.85	17.85 17.85 17.85 17.85 17.85	17.85 18.11 18.22 18.55 18.81	18.23 18.53 18.79 19.09 19.35	18.59 19.06 19.34 19.66 19.78	19.09 19.38 19.68 19.98 20.25	19.51 19.78 20.06 20.37 20.65	20.16 20.50 20.75 21.10 21.40	20.63 20.93 21.23 21.56 21.84	21.03 21.33 21.65 21.93 22.23	21.59 21.87 22.18 22.47 22.78	21.97 22.29 22.60 22.88 23.19	22.35 22.62 22.94 23.23 23.52	22.79 23.09 23.37 23.70 23.99
29 30 31 32	17.85 17.85 17.85 17.85	17.85 17.85 17.85 17.85	17.85 17.85 17.85 17.85	19.08 19.38 19.65 19.96	19.66 19.95 20.22 20.52	20.02 20.55 20.82 21.14	20.57 20.86 21.16 21.45	20.98 21.25 21.57 21.85	21.68 21.99 22.29 22.57	22.13 22.44 22.69 23.03	22.53 22.85 23.15 23.43	23.06 23.36 23.69 23.98	23.49 23.81 24.09 24.38	23.82 24.13 24.41 24.73	24.29 24.58 24.91 25.23
33 34 35 36 37	17.85 18.78 19.05 19.35 19.62	17.85 17.85 17.85 18.26 18.57	17.91 18.19 18.43 18.70	20.24 20.51 20.81 21.04	20.77 21.10 21.36 21.66	21.41 21.71 21.83 22.12 22.40	21.74 22.05 22.36 22.64	22.13 22.44 22.69 23.03 23.32	22.87 23.17 23.45 23.77	23.32 23.62 23.93 24.25	23.76 24.02 24.31 24.63	24.28 24.54 24.86 25.19	24.69 24.99 25.29 25.59	25.01 25.33 25.61 25.90	25.48 25.80 26.12 26.41 26.70
38 39	19.88 20.19	18.83 19.13	18.97 19.19 19.51	21.34 21.64 21.91	21.93 22.22 22.50	22.68 23.01	22.95 23.23 23.52	23.61 23.91	24.05 24.38 24.67	24.51 24.83 25.09	24.93 25.25 25.50	25.46 25.79 26.05	25.90 26.18 26.48	26.20 26.49 26.83	26.98 27.28

	ESP SALARY SCHEDULES 2023-24													
Pay Level Slot # Desc	10D U43	10X U44	11 U11	11X U45	12 U12	12X U46	13 U13	14 U14	15 U15	16 U16	17 U17	1K UK1	1KA UKA	1KB UKB
Change to Base Days Hours/Day Hours*Days Addl Per Hr														
Exp. Step														
0-2	20.12	23.72	20.22	23.85	21.73	25.71	24.11	25.88	27.37	29.10	31.05	22.89	23.71	24.56
3	20.28	23.88	20.38	24.01	22.09	25.87	24.27	26.04	27.53	29.26	31.21	23.05	23.87	24.72
4	20.28	23.88	20.38	24.01	22.09	25.87	24.27	26.04	27.53	29.26	31.21	23.05	23.87	24.72
5 6	20.49 20.49	24.10 24.10	20.61 20.61	24.23 24.23	22.31 22.31	26.08 26.08	24.49 24.49	26.26 26.26	27.75 27.75	29.47 29.47	31.43 31.43	23.26 23.26	24.09 24.09	24.93 24.93
7	20.49	24.10	20.61	24.23	22.31	26.08	24.49	26.26	27.75	29.47	31.43	23.26	24.09	24.93
8	20.49	24.10	20.61	24.23	22.31	26.08	24.49	26.26	27.75	29.47	31.43	23.26	24.09	24.93
9	20.49	24.10	20.61	24.23	22.31	26.08	24.49	26.26	27.75	29.47	31.43	23.26	24.09	24.93
10	20.49	24.10	20.61	24.23	22.31	26.08	24.49	26.26	27.75	29.47	31.43	23.26	24.09	24.93
11	20.49	24.10	20.61	24.23	22.31	26.08	24.49	26.26	27.75	29.47	31.43	23.26	24.09	24.93
12	20.64	24.28	20.75	24.41	22.48	26.29	24.67	26.45	27.95	29.70	31.68	23.45	24.27	25.12
13	20.76	24.41	20.87	24.54	22.60	26.43	24.82	26.60	28.11	29.86	31.85	23.57	24.40	25.26
14	20.95	24.62	21.04	24.75	22.79	26.66	25.04	26.84	28.36	30.13	32.15	23.79	24.60	25.48
15	20.95	24.62	21.04	24.75	22.79	26.66	25.04	26.84	28.36	30.13	32.15	23.79	24.60	25.48
16	20.95	24.62	21.04	24.75	22.79	26.66	25.04	26.84	28.36	30.13	32.15	23.79	24.60	25.48
17	21.19	24.88	21.29	25.05	23.06	26.96	25.29	27.07	28.61	30.39	32.39	24.05	24.88	25.74
18	21.47	25.14 25.41	21.58 21.85	25.34 25.68	23.32	27.26 27.63	25.55	27.32 27.61	28.89	30.62	32.66	24.31	25.14 25.48	26.03 26.32
19 20	21.75 22.01	25.76	22.18	26.01	23.61 23.94	27.98	25.83 26.16	27.89	29.17 29.50	30.91 31.21	32.96 33.27	24.61 24.93	25.78	26.66
21	22.01	26.07	22.10	26.39	24.26	28.37	26.47	28.23	29.80	31.53	33.60	25.26	26.12	26.96
22	22.53	26.43	22.85	26.78	24.59	28.78	26.83	28.55	30.16	31.85	33.96	25.64	26.48	27.34
23	22.78	26.81	23.20	27.14	24.95	29.20	27.14	28.87	30.51	32.20	34.28	26.00	26.85	27.68
24	23.10	27.09	23.56	27.58	25.31	29.62	27.55	29.20	30.88	32.54	34.63	26.36	27.21	28.06
25	23.39	27.50	23.95	27.99	25.68	30.09	27.89	29.59	31.24	32.92	35.02	26.74	27.61	28.48
26	23.71	27.82	24.31	28.47	26.04	30.49	28.26	29.98	31.64	33.32	35.45	27.15	28.03	28.88
27	24.01	28.19	24.72	28.92	26.44	30.97	28.65	30.38	32.00	33.65	35.81	27.56	28.42	29.29
28	24.30	28.52	25.08	29.35	26.84	31.40	29.05	30.74	32.40	34.07	36.21	28.00	28.83	29.68
29	24.63	28.89	25.47	29.82	27.19	31.87	29.43	31.17	32.82	34.46	36.62	28.36	29.26	30.08
30	24.93	29.24	25.88	30.26	27.61	32.32	29.79	31.53	33.18	34.85	37.00	28.77	29.65	30.47
31	25.22	29.60	26.24	30.73	27.97	32.80	30.21	31.92	33.55	35.25	37.35	29.18	30.03	30.91
32	25.50	29.96	26.63	31.18	28.36	33.22	30.60	32.33	34.00	35.66	37.77	29.59	30.44	31.33
33	25.83	30.30	26.99	31.63	28.75	33.71	30.99	32.69	34.34	38.02	38.16	29.98	30.86	31.70
34 35	26.11 26.43	30.65 31.04	27.39 27.78	32.12 32.56	29.13 29.54	34.17 34.61	31.37 31.75	33.07 33.48	34.75 35.14	36.44 36.82	38.54 38.93	30.41 30.83	31.25 31.65	32.11 32.55
36	26.43	31.04	28.18	32.99	29.94	35.08	31.75	33.48	35.51	37.18	39.33	31.19	32.08	32.94
30 37	27.03	31.74	28.55	33.47	30.29	35.51	32.13	34.27	35.91	37.16	39.73	31.62	32.49	33.32
38	27.32	32.12	28.94	33.92	30.67	35.96	32.92	34.63	36.28	37.96	40.12	32.05	32.87	33.74
39	27.64	32.45	29.31	34.36	31.06	36.41	33.32	35.02	36.67	38.35	40.52	32.39	33.27	34.13

ESP SALARY SCHEDULES 2023-24

Pay Level	1D	1D	1D	1D	1D	1 D	1E	1E	1E	1E	1E	1F	1F	1F	1F
Slot #	UA3	UA5	UA9	UB3	UB5	UC5	UAl	UA6	UB6	UC1	UB1	UB7	UA2	UA4	UA7
Desc	+ Degree	+ Degree	+Degree 50%	+60 Hours	+60 Hours	+ppp	+ Degree	+ Degree	+60 Hours	+ppp	+60 Hours		+ Degree	+ Degree	+ Degree
Change to Base	750.00	750.00	375.00	500.00	500.00	250.00	750.00	375.00	250.00	250.00	500.00	500.00	750.00	750.00	750.00
Days	196	196	196	196	196	196	188	183	183	188	188	254	188	196	254
Hours/Day	7.00	7.50	7.50	7.00	7.50	7.50	7.00	3.50	3.50	7.00	7.00	7.00	7.00	7.50	7.50
Hours*Days	1372.00	1470.00	1470.00	1372.00	1470.00	1470.00	1316.00	640.50	640.50	1316.00	1316.00	1778.00	1316.00	1470.00	1905.00
Addl Per Hr	0.5466	0.5102	0.2551	0.3644	0.3401	0.1701	0.5699	0.5855	0.3903	0.1900	0.3799	0.2812	0.5699	0.5102	0.3937
Exp. Step															
0-2		16.2602	16.0051						16.1403						16.1437
3	16.2966	16.2602	16.0051		16.0901				16.1403						16.1437
4		16.2602	16.0051						16.1403						
5	16.2966	16.2602	16.0051	16.1144									16.3199		16.1437
6		16.2602	16.0051	16.1144	16.0901		16.3199		16.1403			16.0312			16.1437
7		16.7902	16.5351						16.6703						
8		16.7902	16.5351	16.6444					16.6703						16.6737
9		16.7902	16.5351						16.6703						
10		16.7902	16.5351	16.6444					16.6703						16.6737
11		16.7902	16.5351	16.6444					16.6703						16.6737
12 13		17.3102 17.3102	17.0551 17.0551	17.1644					17.1903 17.1903						17.1937
14		17.3102	17.0551						17.1903						
15		17.3102	17.0551						17.1903						
16		17.3102	17.0551						17.1903						
17		17.8402	17.5851						17.7203						
18		17.8402	17.5851						17.7203						
19		17.8402	17.5851						17.7203						17.7237
20		17.8402	17.5851						17.7203						
21		17.8402	17.5851						17.7203						17.7237
22		18.3602	18.1051						18.2403						
23		18.3602	18.1051						18.2403						18.2437
24	18.3966	18.3602	18,1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
25	18.3966	18.3602	18.1051		18,1901				18.2403						
26	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
27	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
28	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
29	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
30	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
31	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
32	18.3966	18.3602	18.1051	18.2144	18.1901	18.0201	18.4199	18.4355	18.2403	18.0400	18.2299	18.1312	18.4199	18.3602	18.2437
33		18.3602	18.1051	18.2144					18.2403						18.3037
34		19.2902	19.0351	19.1444					18.2403						18.5837
35		19.5602	19.3051						18.2403						
36	19.8966	19.8602	19.6051	19.7144	19.6901		18.8299			18.4500			19.2699		19.0937
37	20.1666	20.1302	19.8751	19.9844			19.1399				18.9499				
38	20.4266	20.3902	20.1351	20.2444				19.4155			19.2099				19.5837
39	20.7366	20.7002	20.4451	20.5544	20.5301	20.3601	19.6999	19.7155	19.5203	19.3200	19.5099	19.4112	20.0799	20.0202	19.9037

ESP SALARY SCHEDULES 2023-24

					ESP	SALARY SU	HEDULES 2	J23-24				
Pay Level	1F	1F	1F	1F	1K	1K	1K	1KA	1KA	1KB	1KB	11
Slot #	UB4	UB2	UC2	UC4	UK2	UK3	UK4	UKS	UK6	UK7	UK8	U61
Desc	+60 Hours	+60 Hours	+PPP	+ppp	lK w Assoc	1K w Bach	1K w Mast	IKA w Assoc	1KA w Bach	1KB w Assoc	1KB w Bach	Associates
Change to Base	500.00	500.00	250.00	250.00	591.00	1181.00	1477.00	591.00	1181.00	591.00	1181.00	591.00
Days	196	188	188	196	188	188	188	188	188	188	188	252
Hours/Day	7.50	7.00	7.00	7.50	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.50
Hours*Days	1470.00	1316.00	1316.00	1470.00	1316.00	1316.00	1316.00	1316.00	1316.00	1316.00	1316.00	1890.00
Addl Per Hr	0.3401	0.3799	0.1900	0.1701	0.4491	0.8974	1.1223	0.4491	0.8974	0.4491	0.8974	0.3127
Exp. Step												
0-2	16.0901	16.1299	15.9400	15.9201	23.3391	23.7874	24.0123	24.1591	24.6074	25.0091	25.4574	20.5327
3	16.0901	16.1299		15.9201	23.4991	23.9474	24.1723	24.3191	24.7674	25.1691	25.6174	20.6927
4	16.0901	16.1299	15.9400	15.9201	23,4991	23.9474	24.1723	24.3191	24.7674	25.1691	25.6174	20.6927
5	16.0901	16.1299		15.9201	23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
6	16.0901	16.1299	15.9400	15.9201	23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
7	16.6201		16.4700		23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
8	16.6201	16.6599	16.4700	16.4501	23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
°	16.6201	16.6599	16.4700	16.4501	23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
10	16.6201		16.4700		23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
11	16.6201	16.6599	16.4700	16.4501	23.7091	24.1574	24.3823	24.5391	24.9874	25.3791	25.8274	20.9227
12		17.1799			23.8991	24.3474	24.5723	24.7191	25.1674	25.5691	26.0174	21.0627
13			16.9900	16.9701	24.0191	24.4674	24.6923	24.8491	25.2974	25.7091	26.1574	21.1827
14		17.1799		16.9701	24.2391	24.6874	24.9123	25.0491	25.4974	25.9291	26.3774	21.3527
15	17.1401	17.1799	16.9900	16.9701	24.2391	24.6874	24.9123	25.0491	25.4974	25.9291	26.3774	21.3527
16		17.1799			24.2391	24.6874	24.9123	25.0491	25.4974	25.9291	26.3774	21.3527
17	17.6701		17.5200		24.4991	24.9474	25.1723	25.3291	25,7774	26.1891	26.6374	21.6027
18		17.7099			24.7591	25.2074	25.4323	25.5891	26.0374	26.4791	26.9274	21.8927
19	17.6701		17.5200		25.0591	25.5074	25.7323	25.9091	26.3574	26.7691	27.2174	22.1627
20		17.7099			25.3791	25.8274	26.0523	26.2291	26.6774	27.1091	27.5574	22.4927
21	17.6701		17.5200		25.7091	26.1574	26.3823	26.5691	27.0174	27.4091	27.8574	22.8127
22	18.1901		18.0400	18.0201	26.0891	26.5374	26.7623	26.9291	27.3774	27.7891	28.2374	23.1627
23	18.1901		18.0400		26.4491	26.8974	27.1223	27.2991	27.7474	28.1291	28.5774	23.5127
24	18.1901	18.2299	18.0400	18.0201	26.8091	27.2574	27.4823	27.6591	28.1074	28.5091	28.9574	23.8727
25	18.1901		18.0400		27.1891	27.6374	27.8623	28.0591	28.5074	28.9291	29.3774	24.2627
26	18.1901	18.2299	18.0400	18.0201	27.5991	28.0474	28.2723	28.4791	28.9274	29.3291	29.7774	24.6227
27	18.1901		18.0400		28.0091	28.4574	28.6823	28.8691	29.3174	29.7391	30.1874	25.0327
28	18.1901	18.2299	18.0400	18.0201	28.4491	28.8974	29.1223	29.2791	29.7274	30.1291	30.5774	25.3927
29	18.1901	18.2299			28.8091	29.2574	29.4823	29.7091	30.1574	30.5291	30.9774	25.7827
30	18.1901	18.2299	18.0400	18.0201	29.2191	29.6674	29.8923	30.0991	30.5474	30.9191	31.3674	26.1927
31	18.1901		18.0400	18.0201	29.6291	30.0774	30.3023	30.4791	30.9274	31.3591	31.8074	26.5527
32	18.1901		18.0400	18.0201	30.0391	30.4874	30.7123	30.8891	31.3374	31.7791	32.2274	26.9427
33	18.2501	18.2899	18.1000	18.0801	30.4291	30.8774	31.1023	31,3091	31.7574	32,1491	32.5974	27.3027
34	18.5301	18.5699	18.3800	18.3601	30.8591	31.3074	31.5323	31.6991	32.1474	32.5591	33.0074	27.7027
35	18.7701		18.6200	18.6001	31.2791	31.7274	31.9523	32.0991	32.5474	32.9991	33.4474	28.0927
36	19.0401	19.0799	18.8900	18.8701	31.6391	32.0874	32.3123	32.5291	32.9774	33.3891	33.8374	28.4927
37	19.3101	19.3499	19.1600	19.1401	32.0691	32.5174	32.7423	32.9391	33.3874	33.7691	34.2174	28.8627
38	19.5301	19.5699	19.3800	19.3601	32.4991	32.9474	33.1723	33.3191	33.7674	34.1891	34.6374	29.2527
39		19.8899		19.6801	32.8391	33.2874	33.5123	33.7191	34.1674	34.5791	35.0274	29.6227
25	10.000	.0.0000	10.7000	.0.0001	JE.0001	00.201 T	30.0120	50.7 101	J1.101 T	31.0101	JO.021 7	20.022

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	ESP SALARY SCHEDULES 2023-24										
Pay Level Slot #	11 U62	11 U63	12 U55	12 U64	12 U56	12 U57	12 U65	12 U66	12 U67	12 U68	12 U69
Desc	Bachelors	Masters	Associates	Associates	Bachelors	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters
Change to Base	1181.00	1477.00	591.00	591.00	1181.00	1181.00	1181.00	1181.00	1477.00	1477.00	1477.00
Days	252	252	188	252	188.00	196.00	252	217	252	217	196
Hours/Day	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Hours*Days	1890.00	1890.00	1410.00	1890.00	1410.00	1470.00	1890.00	1627.50	1890.00	1627.50	1470.00
Addl Per Hr	0.6249	0.7815	0.4191	0.3127	0.8376	0.8034	0.6249	0.7257	0.7815	0.9075	1.0048
Exp. Step											
0-2	20.8449	21.0015	22.1491	22.0427	22.5676	22.5334	22.3549	22.4557	22.5115	22.6375	22.7348
3	21.0049	21.1615	22.5091	22.4027	22.9276	22.8934	22.7149	22.8157	22.8715	22.9975	23.0948
4	21.0049	21.1615	22.5091	22.4027	22.9276	22.8934	22.7149	22.8157	22.8715	22.9975	23.0948
5	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
6	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
7	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
8	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
9	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
10	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
11	21.2349	21.3915	22.7291	22.6227	23.1476	23.1134	22.9349	23.0357	23.0915	23.2175	23.3148
12	21.3749	21.5315	22.8991	22,7927	23.3176	23.2834	23.1049	23.2057	23.2615	23.3875	23.4848
13	21.4949	21.6515	23.0191	22.9127	23.4376	23.4034	23.2249	23.3257	23.3815	23.5075	23.6048
14	21.6649	21.8215	23.2091	23.1027	23.6276	23.5934	23,4149	23.5157	23.5715	23.6975	23.7948
15	21.6649	21.8215	23.2091	23.1027	23.6276	23.5934	23,4149	23.5157	23.5715	23.6975	23.7948
16	21.6649	21.8215	23.2091	23.1027	23.6276	23.5934	23,4149	23.5157	23.5715	23.6975	23.7948
17	21.9149	22.0715	23,4791	23.3727	23.8976	23.8634	23.6849	23.7857	23.8415	23.9675	24.0648
18	22 2049	22.3615	23.7391	23.6327	24.1576	24.1234	23.9449	24.0457	24.1015	24.2275	24.3248
19	22,4749	22.6315	24.0291	23.9227	24.4476	24.4134	24.2349	24.3357	24.3915	24.5175	24.6148
20	22.8049	22.9615	24.3591	24.2527	24.7776	24.7434	24.5649	24.6657	24.7215	24.8475	24.9448
21	23,1249	23.2815	24.6791	24.5727	25.0976	25.0634	24.8849	24.9857	25.0415	25.1675	25.2648
22	23,4749	23.6315	25.0091	24.9027	25.4276	25.3934	25.2149	25.3157	25.3715	25.4975	25.5948
23	23.8249	23.9815	25.3691	25.2627	25.7876	25.7534	25.5749	25.6757	25.7315	25.8575	25.9548
24	24.1849	24.3415	25.7291	25.6227	26.1476	26.1134	25.9349	26.0357	26.0915	26.2175	26.3148
25	24.5749	24.7315	26.0991	25.9927	26.5176	26.4834	26.3049	26.4057	26.4615	26.5875	26.6848
26	24.9349	25.0915	26.4591	26.3527	26.8776	26.8434	26.6649	26.7657	26.8215	26.9475	27.0448
27	25.3449	25.5015	26.8591	26.7527	27.2776	27.2434	27.0649	27.1657	27.2215	27.3475	27.4448
28	25.7049	25.8615	27.2591	27.1527	27.6776	27.6434	27.4649	27.5657	27.6215	27.7475	27.8448
29	26.0949	26.2515	27.6091	27.5027	28.0276	27.9934	27.8149	27.9157	27.9715	28.0975	28.1948
30	26.5049	26.6615	28.0291	27.9227	28.4476	28.4134	28.2349	28.3357	28.3915	28.5175	28.6148
31	26.8649	27.0215	28.3891	28.2827	28.8076	28.7734	28.5949	28.6957	28.7515	28.8775	28.9748
32	27.2549	27.4115	28.7791	28.6727	29.1976	29.1634	28.9849	29.0857	29.1415	29.2675	29.3648
33	27.6149	27.7715	29.1691	29.0627	29.5876	29.5534	29.3749	29.4757	29.5315	29.6575	29.7548
34	28.0149	28.1715	29.5491	29.4427	29.9676	29.9334	29.7549	29.8557	29.9115	30.0375	30.1348
35	28.4049	28.5615	29.9591	29.8527	30.3776	30.3434	30.1649	30.2657	30.3215	30.4475	30.5448
36	28.8049	28.9615	30.3291	30.2227	30.7476	30.7134	30.5349	30.8357	30.6915	30.8175	30.9148
37	29.1749	29.3315	30.7091	30.8027	31.1276	31.0934	30.9149	31.0157	31.0715	31.1975	31.2948
38	29.1749	29.7215	31.0891	30.9827	31.5076	31.4734	31.2949	31.3957	31.4515	31.5775	31.6748
38 39	29.9349	30.0915	31.4791	31.3727	31.8976	31.8634	31.6849	31.7857	31.8415	31.9675	32.0648
39	28.8348	30.0813	31.4781	31.3/2/	31.0870	31.0034	31.0048	31.7007	31.0413	31.8073	32.0040

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	ESP SALARY SCHEDULES 2023-24									
Pay Level	12	12X	13	13	13	14	14	14	14	14
Slot #	U70	U71	U72	U73	U74	U76	U77	U78	U60	U88
Desc	12*258/217	Bachelors	Associates	Bachelors	Masters	Associates	Bachelors	Masters	14*252/217	14 w/Assoc 252/217
Change to Base		1181.00	591.00	1181.00	1477.00	591.00	1181.00	1477.00		591.00
Days	217	252	252	252	252	252	252	252	217	217
Hours/Day	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
Hours*Days	1627.50	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1627.50	1627.50
Addl Per Hr		0.6249	0.3127	0.6249	0.7815	0.3127	0.6249	0.7815		0.3631
Exp. Step										
0-2	25.4822	26.3349	24.4227	24.7349	24.8915	26.1927	26.5049	26.6615	30.0500	30.4131
3	25.6429	26.4949	24.5827	24.8949	25.0515	26.3527	26.6649	26.8215	30.2400	30.6031
4	25.6429	26.4949	24.5827	24.8949	25.0515	26.3527	26.6649	26.8215	30.2400	30.6031
5	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
6	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
7	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
8	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
9	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
10	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
11	25.8571	26.7049	24.8027	25.1149	25.2715	26.5727	26.8849	27.0415	30.5000	30.8631
12	26.0606	26.9149	24.9827	25.2949	25.4515	26.7627	27.0749	27.2315	30.7200	31.0831
13	26.2212	27.0549	25.1327	25.4449	25.6015	26.9127	27.2249	27.3815	30.8900	31.2531
14	26.4461	27.2849	25.3527	25.6649	25.8215	27.1527	27.4649	27.6215	31.1700	31.5331
15	26.4461	27.2849	25.3527	25.6649	25.8215	27.1527	27.4649	27.6215	31.1700	31.5331
16	26.4461	27.2849	25.3527	25.6649	25.8215	27.1527	27.4649	27.6215	31.1700	31.5331
17	26.7674	27.5849	25.6027	25.9149	26.0715	27.3827	27.6949	27.8515	31.4300	31.7931
18	27.0673	27.8849	25.8627	26.1749	26.3315	27.6327	27.9449	28.1015	31.7300	32.0931
19	27.4100	28.2549	26.1427	26.4549	26.6115	27.9227	28.2349	28.3915	32.0600	32.4231
20	27.7849	28.6049	26.4727	26.7849	26.9415	28.2027	28.5149	28.6715	32.3800	32.7431
21	28.1812	28.9949	26.7827	27.0949	27.2515	28.5427	28.8549	29.0115	32.7800	33.1431
22	28.5560	29.4049	27.1427	27.4549	27.6115	28.8627	29.1749	29.3315	33.1500	33.5131
23	28.9844	29.8249	27.4527	27.7649	27.9215	29.1827	29.4949	29.6515	33.5300	33.8931
24	29.4021	30.2449	27.8627	28.1749	28.3315	29.5127	29.8249	29.9815	33.9100	34.2731
25	29.8519	30.7149	28.2027	28.5149	28.6715	29.9027	30.2149	30.3715	34.3600	34.7231
26	30.2696	31.1149	28.5727	28.8849	29.0415	30.2927	30.6049	30.7615	34.8200	35.1831
27	30.7516	31.5949	28.9627	29.2749	29.4315	30.6927	31.0049	31.1615	35.2800	35.6431
28	31.2121	32.0249	29.3627	29.6749	29.8315	31.0527	31.3649	31.5215	35.6900	36.0531
29	31.6191	32.4949	29.7427	30.0549	30.2115	31.4827	31.7949	31.9515	36.1900	36.5531
30	32.1117	32.9449	30.1027	30.4149	30.5715	31.8427	32.1549	32.3115	36.6200	36.9831
31	32.5508	33.4249	30.5227	30.8349	30.9915	32.2327	32.5449	32.7015	37.0700	37.4331
32	32.9900	33.8449	30.9127	31.2249	31.3815	32.6427	32.9549	33.1115	37.5500	37.9131
33	33.4505	34.3349	31.3027	31.6149	31.7715	33.0027	33.3149	33.4715	37.9600	38.3231
34	33.9003	34.7949	31.6827	31.9949	32.1515	33.3827	33.6949	33.8515	38.4000	38.7631
35	34.3823	35.2349	32.0627	32.3749	32.5315	33.7927	34.1049	34.2615	38.8800	39.2431
36	34.8107	35.7049	32.4627	32.7749	32.9315	34.1727	34.4849	34.6415	39.3200	39.6831
37	35.2605	36.1349	32.8427	33.1549	33.3115	34.5827	34.8949	35.0515	39.7900	40.1531
38	35.7210	36.5849	33.2327	33.5449	33.7015	34.9427	35.2549	35.4115	40.2200	40.5831
39	36.1601	37.0349	33.6327	33.9449	34.1015	35.3327	35.6449	35.8015	40.6700	41.0331

ESP	SALARY	SCHEDU	LES 2023-24

14	14	15	15	15	15	16	16	16	17
									U89
								Masters	Bachelors
					•			1477.00	1181.00
									252
7.50	7.50	7.50	7.50	7.5000	7.5000	7.50	7.50	7.50	7.50
1627.50	1627.50	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00
0.7257	0.9075	0.3127	0.6249	0.7815	0.9661	0.3127	0.6249	0.7815	0.6249
30.7757	30.9575	27.6827	27.9949	28.1515	28.3361	29.4127	29.7249	29.8815	31.6749
30.9657	31.1475			28.3115	28.4961	29.5727	29.8849	30.0415	31.8349
30.9657	31.1475	27.8427	28.1549	28.3115	28.4961	29.5727	29.8849	30.0415	31.8349
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.2257	31.4075	28.0627	28.3749	28.5315	28.7161	29.7827	30.0949	30.2515	32.0549
31.4457	31.6275	28.2627	28.5749	28.7315	28.9161	30.0127	30.3249	30.4815	32.3049
31.6157	31.7975	28.4227	28.7349	28.8915	29.0761	30.1727	30.4849	30.6415	32.4749
31.8957	32.0775	28.6727	28.9849	29.1415	29.3261	30.4427	30.7549	30.9115	32.7749
31.8957	32.0775	28.6727			29.3261	30.4427	30.7549	30.9115	32.7749
31.8957	32.0775	28.6727	28.9849	29.1415	29.3261	30.4427	30.7549	30.9115	32.7749
32.1557	32.3375	28.9227	29.2349	29.3915	29.5761	30.7027	31.0149	31.1715	33.0149
32.4557					29.8561	30.9327	31.2449	31.4015	33.2849
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APPENDIX E: EDUCATION SUPPORT PROFESSIONALS (ESP) SUPPLEMENTS

Type Amount
 Paraprofessional (Juvenile Detention Center) \$ 592.00
 First Aid/ CPR [One (1) per school] \$ 500.00

- Employee Recruitment Incentive Supplement
 - 1. The Superintendent and School District Leadership Team shall provide an employee recruitment incentive equal to **\$250.00** for each job candidate referred to <u>and</u> successfully hired by the School District.
 - The estimated cost to the School District would be \$75,000 per year based upon approximately 300 referring employees.
 - "Successfully hired" shall mean the referred job candidate who completes all required steps for onboarding and who remains an employee for a minimum of ninety (90) days.
 - 2. The Department of Human Resources shall promulgate the procedures for recordkeeping and manage the collection of forms related to this incentive.
 - 3. The incentive shall be paid as a bonus on a quarterly basis.
 - 4. Employees who make three (3) or more successfully hired referrals shall be designated as "Super Recruiters" and may be entered into a drawing for a prize donated by a business sponsor (e.g., restaurant gift card, hotel stay, etc.).
 - 5. Administrators would not be eligible for this incentive since recruitment is an existing job requirement.

APPENDIX F: CROSS-TRAINING PROFESSIONAL GROWTH PLAN

CROSS-TRAINING CHECKLIST

Employee's Name: Employee's Title: Employee's Work Location: Employee's Supervisor: Employee Instructions: Please complete this checklist with your supervisor at the appropriate times. Both parties should initial items as they are completed and then sign and the form acknowledging as completed. Supervisor's Initials/ Employee Initials 1. Approval of immediate supervisor for cross training in this position 2. Review the classification specification and specific qualifications: ☐ Tasks to be completed ☐ Deadlines to be met ☐ Frequency of completion (daily, quarterly, annually, etc.) □ Required meetings ☐ Expectations of proficiency 3. Review the structure and procedures of the worksite and employee to be job shadowed including: ☐ Department organization chart – highlight the names and duties of key personnel and who to contact if the supervisor is not available ☐ Ordering/ Obtaining supplies ☐ Policy and procedures or handbook of worksite ☐ Approval of receiving supervisor and employee to be shadowed 4. Discuss appropriate staff development opportunities and requirements: ☐ Training and Development requirements Proposed plan for ensuring that duties and responsibilities are covered during job shadowing and training Employee's Signature: Date: _____ Date: Mentor's Signature:

Revised: August 16, 2023; September 05, 2023

Supervisor's Signature:

Date: ____

CROSS TRAINING PLAN

Section 1 Employee's Name: Employee's Title: Employee's Work Locatior Employee's Supervisor: Assessment Period:	n:		
Section 2 - Objectives			
Job Description Respons	ibilities to be	focused on fo	or this period)
1.			
2.			
3.			
4.			
Section 3 - Implementation	1		
Mutually Agreed Upon Objective Activity	Date	Time	Outcome/ Impact of Activity

Objective Activity	Date	Time	Activity
		•	

|--|

Completed Job Competencies	
Employee Assessment of performance with examples	
Supervisor Assessment of performance with examples	
Additional training opportunities offered/ needed	

Signature acknowledges receipt of this document. This form shall remain at the worksite and shall not be placed in the employee's permanent personnel file until the cross training has successfully been accomplished.

Employee's Signature:	Date:
Supervisor's Signature	Date:

Revised: August 16, 2023; September 05, 2023

APPENDIX G: Memorandum of Understanding: One-Time, Non-Recurring Inflation Supplement

MEMORANDUM OF UNDERSTANDING – 2022-23 One-Time, Non-Recurring Inflation Supplement, Education Staff Professionals Employees

Whereas, the School District of Osceola County, Florida, (SDOC) and the Osceola County Education Association (OCEA) agree to work collaboratively to resolve all issues that impact the wages, hours, terms, and conditions of employment for Education Staff Professionals employees; and

Whereas, both parties reached tentative agreement upon salaries and benefits for Education Staff Professionals employees for the current 2022-23 school year on May 25, 2022, and ratified this agreement on August 31, 2022, pursuant to related state law;

Whereas, both parties agree that these ratified salaries and benefits for Education Staff Professionals employees for the current 2022-23 school year have been paid on an ongoing basis since the employee's first workday of this current 2022-23 school year;

Whereas, both parties recognize the profound effect that recent inflation has had upon the household budgets of all SDOC employees; and

Whereas, both parties recognize the need to provide School District employees with additional compensation as feasible in a timely and fiscally responsible manner:

Therefore, be it resolved that both parties agree to the following terms and conditions of employment:

- Management shall provide a one-time, non-recurring inflation supplement in the amount of \$1,000 for each Education Staff Professionals employee who is employed with the School District on the date that both parties reach tentative agreement and sign this Memorandum of Understanding;
- Payment of this supplement to eligible Education Staff Professionals employees shall be made no later than two (2) pay periods after the date of this Memorandum of Understanding; and
- The funding source for this supplement shall be the School District's existing Elementary and Secondary School Emergency Relief (ESSER) and American Rescue Plan (ARP) funds that expire September 30, 2024;
- This one-time, non-recurring inflation supplement is in addition to and does not replace the negotiation of recurring salaries and benefits for the 2023-24 school year;
- Both parties shall return to the bargaining table for the purpose of negotiations of the Cost of Living Adjustment (COLA), salaries, and benefits for the 2023-24 school year no later than May 31, 2023.
- 6. The above terms and conditions shall expire on June 30, 2024.

OSCEOLA COUNTY SCHOOL BOARD

SUPERINTENDENT

Debra Pace

CHIEF NEGOTIATOR FOR OCSB

John Boyd

Date: April 27, 2023

OSCEOLA COUNTY

EDUÇATION ASSOCIATION

OCEA PRESIDENT

Lare Allen

CHIEF NEGOTIATOR FOR OCEA

Barbara Gleason

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NON-DISCRIMINATION NOTICE

The School District of Osceola County, Florida, does not discriminate on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, or any other basis prohibited by law in its educational programs, services or activities or in its hiring or employment practices. Retaliation against an employee for engaging in a protected activity is prohibited.

The School District also provides access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act.

Applicants/ individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the District's ADA Office at 407-870-4800 for assistance.

Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to:

Karyle Green, Chief Human Resources Officer The School District of Osceola County Department of Human Resources Administrative Services 799 Bill Beck Boulevard Kissimmee, FL 34744 Phone: 407-870-4800

Email: Karyle.Green@osceolaschools.net

PRINCIPLES OF PROFESSIONAL CONDUCT FOR THE EDUCATION PROFESSION IN FLORIDA

Florida Education Standards Commission

Professionalism Through Integrity

Available on-line at the following website: http://www.fldoe.org/teaching/professional-practices/code-of-ethics-principles-of-professio.stml

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