

EDUCATION STAFF PROFESSIONALS (ESP)
CONTRACT
BETWEEN
THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)
AND
THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)



July 01, 2022, through June 30, 2023

Tentative Agreement, May 25, 2022
Ratified by OCEA, August 31, 2022
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Effective July 01, 2022

Dr. Debra Pace,
Superintendent

Lare Allen,
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 Assistant, Paraprofessional, Paraprofessional ESE, Pre- kindergarten ESE Paraprofessional, Pre- kindergarten Liaison, Program Assistant, Programmer, Project Intern Job Coach, Property Records Technician, Psychological Services Records Technician, 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-kindergarten 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.
3. 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 copies of any Board-related public documents reasonably requested by the Association at the cost established in the Xerox printing schedule, "Outside Copying-In-School personnel." The term "In School Personnel" shall be applicable only to Xerox printing. 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). In addition, the Board shall provide the Association access to all 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 annually.

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

1. 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

1. 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.
3. 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.
 5. 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.

7. The employee has the right to answer in writing any such material in the personnel file within ten (10) working days after receipt.

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 pre-disciplinary hearing. At the close of the investigation, the Chief Human Resource Officer shall make a recommendation to the Superintendent for cause or no cause. No 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.
2. 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.

- g. Within sixty (60) days of the receipt of the appeal, the School Board must conduct a hearing. A majority of the School Board is required to sustain the Superintendent's recommendation.

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

1. 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.
5. 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.

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.
2. 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

1. 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.

1. 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.

3. 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

1. 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 $\frac{1}{4}$) days per month of employment for those employed five (5) active service years or more; and
 - c. One and one-half (1 $\frac{1}{2}$) 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

The School principal or any department head is authorized to approve any employee's request to serve as a pallbearer.

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 in-group 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 COUNTY EDUCATION ASSOCIATION (OCEA) MEMBERS		
Lare Allen	President	OCEA
Anne Calandrino	Unified Service Director	OCEA
Susan Compton	Bookkeeper	Centralized Custodial Department
Stephen Fisher	Computer Technician	Gateway High School
Barbara Gleason	Chief Negotiator/ Student Records Clerk	Osceola High School
Omar Torres	Computer Technician	Gateway High School

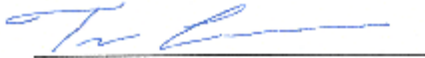
MEMBERS ON BEHALF OF THE OSCEOLA COUNTY SCHOOL BOARD (OCSB)		
Angela Barner	Director	Business & Finance
John Boyd	OCSB Chief Negotiator/ Director	Government & Labor Relations (Human Resources)
Daryla Bungo	Director	Student Services
Nate Fancher	Principal	St. Cloud High School
Sarah Graber	Chief	Business & Finance
Tammy Cope-Otterson	Chief	Human Resources

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

**2022-23 LABOR CONTRACT, SALARY AND FRINGES ACCEPTED BY
THE SCHOOL BOARD AND THE OSCEOLA COUNTY EDUCATION ASSOCIATION,
EDUCATION SUPPORT PROFESSIONALS (ESP)**

Accepted by the
School Board of Osceola County, Florida



Terry Castillo,
Chairperson of the Board

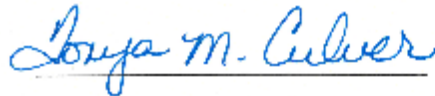


Dr. Debra Pace,
Superintendent




John Boyd,
Chief Negotiator for the School Board

Witness as to the School Board




Accepted by the
Osceola County Education Association



Lare Allen,
President of the Association

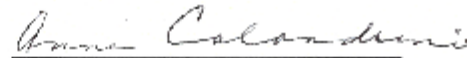


Susan Compton,
ESP Vice President of the Association



Barbara Gleason,
Chief Negotiator of the Association

Witness as to the Association



**Tentative Agreement by Instructional Employees
Bargaining Leadership Team (BLT):**

May 25, 2022

Ratified by Osceola County Education Association (OCEA):

August 31, 2022

Ratified by Osceola County School Board (OCSB):

June 06, 2022

Term of Contract Expiration Date:

June 30, 2023

APPENDIX A: GRIEVANCE FORM

Osceola County Education Association
School Board of Osceola County, Florida

Grievance # _____

Name: _____ SS#: _____

Supervisor: _____ Work Location: _____

Date: _____

Applicable Contract Provisions: _____

Date Grievance Occurred: _____

Description:

Relief Sought:

Signature of Grievant: _____ Date: _____

LEVEL I Grievant and Supervisor met to discuss issue and attempt to resolve.

Date of Meeting: _____

LEVEL II Response by Chief Human Resources Officer

Date Received: _____

GRANTED

DENIED

Response by the Chief Human Resources Officer:

Signature: _____ Date: _____
Chief Human Resources Officer

FC-700-245

Grievance # _____

Name: _____ SS#: _____

LEVEL III Response by Superintendent or Designee

Date Received: _____

GRANTED

DENIED

Response by Superintendent:

Signature: _____ Date: _____
Superintendent

LEVEL IV Submit to Arbitration

Date Submitted: _____

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	SCHOOL DEPARTMENT			DATE _/_/____	
PRINCIPAL/ADMINISTRATOR NAME	OTHER(S) HAVING INPUT IN THIS ASSESSMENT			PROBATION <input type="checkbox"/>	ANNUAL <input type="checkbox"/>
EVALUATION 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			
JOB PERFORMANCE					
PERFORMANCE FACTORS	1	2	3	4	COMMENTS: Use additional pages as necessary to explain rating
JOB KNOWLEDGE: Has the knowledge to do job effectively and stays abreast of changes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
QUALITY/QUANTITY OF WORK: Accuracy, timely performance and thoroughness of work product	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
INTERACTION: Interacts in a positive way with others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
WORK ATTITUDE: Strong positive attitude – supports and helps others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
PUNCTUALITY/ATTENDANCE: Reports and leaves work on time – Works scheduled hour/days.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
SAFETY: Maintains safe work area and practices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
RESPONSIBILITY: Accepts responsibility for actions and assignments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
APPROPRIATE DRESS FOR JOB: Attire is consistent with policy and employee safety	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
ADAPTABILITY/FLEXIBILITY: Able to adapt to changing responsibilities and conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
SIGNATURES					
This Assessment has been discussed with me: (check one) <input type="checkbox"/> I agree with the contents <input type="checkbox"/> I disagree with the contents I understand that I have 10 days to respond in writing to this evaluation as provided by contract and School Board policy.					
Principal/Administrator Signature	Date	Employee Signature	Date		

Original with signatures: Professional Development
Copies: Worksite, Employee

An Equal Opportunity Agency

FC-710-1961 (Rev. 02/12/08)

APPENDIX C: PROFESSIONAL IMPROVEMENT PLAN

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PROFESSIONAL SUPPORT STAFF PROFESSIONAL IMPROVEMENT PLAN			
Name: _____		Social Security Number: _____	
Position Title: _____	School/Dept: _____	Date: ____/____/____	
Principal/Administrator Name _____	Other(s) having input in this plan _____	Probation <input type="checkbox"/>	Annual <input type="checkbox"/>
Planning Date ____/____/____	Review Date(s): ____/____/____, ____/____/____	Completion Date ____/____/____	
IMPROVEMENT OBJECTIVE/PERFORMANCE DEFICIENCY			
<hr/> <hr/>			
STRATEGIES			
<hr/> <hr/>			
ASSISTANCE OFFERED			
<hr/> <hr/>			
TIMELINE FOR ATTAINMENT			
Date: ____/____/____			
FINAL REVIEW			
<input type="checkbox"/> OBJECTIVE ACCOMPLISHED <input type="checkbox"/> OBJECTIVE NOT ACCOMPLISHED			
COMMENTS: _____			
SIGNATURES			
NOTE TO EMPLOYEE: Non-compliance with the accomplishment of this plan may impact your continued employment.			
PLANNING			
_____ Principal/Administrator Signature	_____ Date	_____ Employee Signature	_____ Date
FINAL REVIEW			
_____ Principal/Administrator Signature	_____ Date	_____ Employee Signature	_____ Date

An Equal Opportunity Agency

Original with signatures: Professional Development
Copies: Worksite, Employee

FC-710-1959
(Rev. 06/04)

APPENDIX D: 2022-23 SALARY SCHEDULE

ESP SALARY SCHEDULES 2022-23

2022-2023 Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr Exp. Step	ID UID	IE UIE	IF UIF	2 U02	3 U03	4 U04	5 U05	6 U06	7 U07	8 U08	9 U09	10 U10	10A U40	10B U41	10C U42
0-1	15.0000	15.0000	15.0000	15.0000	15.0000	15.3020	15.6417	16.0120	16.6790	17.0605	17.4522	17.8714	18.3151	18.5507	19.0750
2-3	15.0000	15.0000	15.0000	15.0000	15.0000	15.4550	15.7947	16.1650	16.8320	17.2135	17.6052	18.0244	18.4681	18.7037	19.2280
4	15.0000	15.0000	15.0000	15.0000	15.0000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
5	15.0000	15.0000	15.0000	15.0000	15.1878	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
6	15.5000	15.5000	15.5000	15.5000	15.5000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
7	15.5000	15.5000	15.5000	15.5000	15.5000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
8	15.5000	15.5000	15.5000	15.5000	15.5000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
9	15.5000	15.5000	15.5000	15.5000	15.5000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
10	15.5000	15.5000	15.5000	15.5000	15.5000	15.6601	15.9997	16.3710	17.0381	17.4196	17.8102	18.2305	18.6742	18.9088	19.4341
11	16.0000	16.0000	16.0000	16.0000	16.0000	16.0000	16.1231	16.4832	17.1615	17.5522	17.9336	18.3651	18.8170	19.0434	19.5779
12	16.0000	16.0000	16.0000	16.0000	16.0000	16.0000	16.2149	16.5648	17.2543	17.6450	18.0458	18.4579	18.9200	19.1464	19.6901
13	16.0000	16.0000	16.0000	16.0000	16.0000	16.0000	16.3384	16.6994	17.3981	17.7990	18.2009	18.6221	19.0740	19.3208	19.8655
14	16.0000	16.0000	16.0000	16.0000	16.0000	16.0000	16.3384	16.6994	17.3981	17.7990	18.2009	18.6221	19.0740	19.3208	19.8655
15	16.0000	16.0000	16.0000	16.0000	16.0000	16.0000	16.3384	16.6994	17.3981	17.7990	18.2009	18.6221	19.0740	19.3208	19.8655
16	16.5000	16.5000	16.5000	16.5000	16.5000	16.5000	16.5240	16.8943	17.5930	17.9836	18.3855	18.8170	19.2698	19.5167	20.0399
17	16.5000	16.5000	16.5000	16.5000	16.5000	16.5000	16.7086	17.1003	17.7888	18.1805	18.5803	19.0128	19.4647	19.7105	20.2358
18	16.5000	16.5000	16.5000	16.5000	16.5000	16.5862	16.9259	17.3053	17.9948	18.3947	18.7976	19.2494	19.6697	19.9481	20.4622
19	16.5000	16.5000	16.5000	16.5000	16.5000	16.6800	17.1615	17.5216	18.2213	18.6221	19.0230	19.4861	19.9277	20.1838	20.6774
20	16.5000	16.5000	16.5000	16.5000	16.5000	16.9248	17.4083	17.8092	18.4569	18.8680	19.2698	19.7431	20.1542	20.4510	20.9243
21	17.0000	17.0000	17.0000	17.0000	17.0000	17.1594	17.6450	18.0458	18.7241	19.1046	19.5371	20.0002	20.3898	20.7295	21.1915
22	17.0000	17.0000	17.0000	17.0000	17.0000	17.4552	17.8918	18.2927	18.9822	19.3820	19.7635	20.2664	20.6683	20.9967	21.4282
23	17.0000	17.0000	17.0000	17.0000	17.3573	17.7000	18.1795	18.5803	19.1964	19.6493	20.0308	20.5652	20.9243	21.2843	21.7056
24	17.0000	17.0000	17.0000	17.0000	17.2431	17.6450	18.1489	18.4569	18.8374	19.5259	19.9369	20.3184	20.8325	21.2323	21.5414
25	17.0000	17.0000	17.0000	17.3564	17.8918	18.4151	18.7445	19.1046	19.7635	20.2164	20.6162	21.1201	21.5200	21.8494	22.2615
26	17.0000	17.0000	17.0000	17.6624	18.1795	18.7241	19.0322	19.4024	20.0920	20.5346	20.8835	21.3976	21.7872	22.1279	22.5695
27	17.0000	17.0000	17.0000	17.9174	18.4263	18.8424	19.2902	19.6697	20.3796	20.8009	21.1711	21.6954	22.0871	22.4043	22.8470
28	17.0000	17.0000	17.0000	18.1724	18.7241	19.0688	19.5881	19.9787	20.6468	21.0793	21.4588	21.9637	22.3747	22.6828	23.1356
29	17.0000	17.0000	17.0000	18.4580	19.0026	19.5677	19.8655	20.2358	20.9447	21.3670	21.7576	22.2523	22.6726	22.9806	23.4121
30	17.0000	17.0000	17.0000	18.7130	19.2586	19.8257	20.1542	20.5448	21.2323	21.6138	22.0453	22.5593	22.9388	23.2478	23.7201
31	17.0000	17.0000	17.0000	19.0088	19.5473	20.1328	20.4306	20.8121	21.4996	21.9320	22.3125	22.8368	23.2172	23.5559	24.0292
32	17.0000	17.0000	17.0564	19.2740	19.7839	20.3898	20.7091	21.0793	21.7780	22.2095	22.6307	23.1254	23.5151	23.8231	24.2658
33	17.8865	17.0000	17.3216	19.5290	20.0920	20.6774	20.9987	21.3670	22.0657	22.4981	22.8776	23.3713	23.8037	24.1220	24.5749
34	18.1415	17.0000	17.5562	19.8146	20.3388	20.7906	21.2945	21.6138	22.3329	22.7950	23.1560	23.6803	24.0904	24.3892	24.8717
35	18.4271	17.3930	17.8112	20.0390	20.6264	21.0660	21.5618	21.9320	22.6420	23.0938	23.4529	23.9873	24.3898	24.6667	25.1501
36	18.6821	17.6888	18.0662	20.3246	20.8835	21.3312	21.8606	22.2095	22.9092	23.3407	23.7415	24.2454	24.6677	24.9543	25.4276
37	18.9371	17.9336	18.2804	20.6102	21.1609	21.5964	22.1279	22.4869	23.2172	23.6497	24.0496	24.5636	24.9339	25.2328	25.6948
38	19.2329	18.2192	18.5762	20.8652	21.4282	21.9126	22.4043	22.7746	23.4947	23.8955	24.2862	24.8105	25.2215	25.5510	25.9825

Board Approved 06.07.22

ESP SALARY SCHEDULES 2022-23

2022-2023 Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr Exp. Step	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
0-1	19.1578	22.5920	19.2807	22.7154	20.8918	24.4831	22.9612	24.6473	26.0661	27.7114	29.5718	21.7994	22.5848	23.3906
2-3	19.3106	22.7450	19.4137	22.8684	21.0385	24.6361	23.1142	24.8003	26.2191	27.8644	29.7248	21.9524	22.7378	23.5436
4	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
5	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
6	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
7	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
8	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
9	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
10	19.5167	22.9500	19.6248	23.0734	21.2497	24.8421	23.3254	25.0124	26.4262	28.0704	29.9309	22.1564	22.9418	23.7476
11	19.6605	23.1244	19.7635	23.2478	21.4078	25.0369	23.4947	25.1909	26.6200	28.2856	30.1675	22.3298	23.1152	23.9210
12	19.7727	23.2478	19.8757	23.3713	21.5200	25.1705	23.6395	25.3358	26.7750	28.4407	30.3317	22.4522	23.2376	24.0536
13	19.9481	23.4437	20.0399	23.5671	21.7056	25.3858	23.8435	25.5622	27.0106	28.6967	30.6194	22.6562	23.4314	24.2678
14	19.9481	23.4437	20.0399	23.5671	21.7056	25.3858	23.8435	25.5622	27.0106	28.6967	30.6194	22.6562	23.4314	24.2678
15	19.9481	23.4437	20.0399	23.5671	21.7056	25.3858	23.8435	25.5622	27.0106	28.6967	30.6194	22.6562	23.4314	24.2678
16	20.1838	23.6905	20.2776	23.8547	21.9637	25.6734	24.0812	25.7764	27.2473	28.9405	30.8458	22.9010	23.6966	24.5126
17	20.4510	23.9465	20.5540	24.1322	22.2095	25.9621	24.3372	26.0233	27.5145	29.1598	31.1018	23.1560	23.9414	24.7880
18	20.7182	24.2046	20.8121	24.4606	22.4889	26.3109	24.6044	26.2905	27.7817	29.4372	31.3905	23.4416	24.2474	25.0634
19	20.9651	24.5330	21.1222	24.7897	22.7990	26.6516	24.9135	26.5577	28.0908	29.7248	31.6894	23.7476	24.5534	25.3898
20	21.2119	24.8309	21.4282	25.1297	23.1040	27.0218	25.2124	26.8872	28.3784	30.0329	31.9974	24.0536	24.8798	25.6754
21	21.4588	25.1705	21.7586	25.5000	23.4233	27.4125	25.5510	27.1861	28.7283	30.3317	32.3473	24.4208	25.2164	26.0426
22	21.6954	25.5296	22.0963	25.8499	23.7619	27.8123	25.8509	27.4941	29.0567	30.6704	32.6441	24.7574	25.5734	26.3588
23	22.0045	25.7968	22.4359	26.2701	24.1016	28.2142	26.2405	27.8123	29.4066	30.9896	32.9848	25.1042	25.9100	26.7260
24	22.2809	26.1875	22.8062	26.6608	24.4606	28.6559	26.5577	28.1826	29.7565	31.3487	33.3540	25.4714	26.2976	27.1238
25	22.5797	26.4965	23.1560	27.1136	24.8003	29.0363	26.9188	28.5529	30.1359	31.7302	33.7661	25.8590	26.6954	27.5012
26	22.8684	26.8464	23.5467	27.5451	25.1807	29.4984	27.2891	28.9333	30.4756	32.0484	34.1006	26.2466	27.0626	27.8990
27	23.1448	27.1657	23.8853	27.9562	25.5612	29.9095	27.6655	29.2720	30.8550	32.4503	34.4852	26.6648	27.4604	28.2662
28	23.4529	27.5145	24.2556	28.3988	25.8907	30.3521	28.0286	29.6830	31.2569	32.8195	34.8758	27.0116	27.8684	28.6436
29	23.7415	27.8440	24.6463	28.8201	26.2905	30.7795	28.3682	30.0329	31.5955	33.1898	35.2349	27.3992	28.2356	29.0210
30	24.0190	28.1938	24.9951	29.2628	26.6404	31.2365	28.7691	30.4031	31.9566	33.5702	35.5756	27.7868	28.6028	29.4392
31	24.2862	28.5325	25.3654	29.6942	27.0106	31.6373	29.1394	30.7938	32.3768	33.9599	35.9754	28.1846	28.9904	29.8370
32	24.6044	28.8609	25.7050	30.1267	27.3809	32.1004	29.5106	31.1345	32.7063	34.3006	36.3457	28.5518	29.3882	30.1940
33	24.8625	29.1904	26.0855	30.5878	27.7409	32.5421	29.8799	31.4925	33.0970	34.7004	36.7057	28.9598	29.7656	30.5816
34	25.1705	29.5596	26.4557	31.0100	28.1316	32.9633	30.2389	31.8832	33.4672	35.0707	37.0760	29.3576	30.1430	30.9998
35	25.4684	29.8687	26.8362	31.4221	28.4815	33.4050	30.6194	32.2442	33.8161	35.4103	37.4554	29.7044	30.5510	31.3670
36	25.7468	30.2287	27.1952	31.8740	28.8517	33.8161	30.9794	32.6349	34.1975	35.8224	37.8369	30.1124	30.9386	31.7342
37	26.0233	30.5878	27.5655	32.3054	29.2108	34.2485	31.3487	32.9848	34.5566	36.1508	38.2072	30.5204	31.3058	32.1320
38	26.3221	30.9080	27.9154	32.7267	29.5810	34.6800	31.7302	33.3540	34.9268	36.5211	38.5866	30.8468	31.6832	32.5094

Board Approved 06.07.22

ESP SALARY SCHEDULES 2022-23

2022-2023	ID	ID	ID	ID	ID	ID	IE	IE	IE	IE	IE	IE	IF	IF
Pay Level	UA3	UA5	UA9	UB3	UB5	UCS	UA1	UA6	UB6	UC1	UB1	UB7	UA2	UA4
Slot #	UA3	UA5	UA9	UB3	UB5	UCS	UA1	UA6	UB6	UC1	UB1	UB7	UA2	UA4
Desc	+ Degree	+ Degree	+Degree 50%	+60 Hours	+60 Hours	+PPP	+ Degree	+ Degree	+60 Hours	+PPP	+60 Hours	+60 Hours	+ 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
Days	196	196	196	196	196	196	188	183	183	188	188	188	188	196
Hours/Day	7.00	7.50	3.75	7.00	7.50	7.50	7.00	3.50	3.50	7.00	7.00	5.75	7.00	7.50
Hours*Days	1372.00	1470.00	735.00	1372.00	1470.00	1470.00	1316.00	640.50	640.50	1316.00	1316.00	1081.00	1316.00	1470.00
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	0.4625	0.5699	0.5102
Exp. Step														
0-1	15.5488	15.5102	15.2551	15.3844	15.3401	15.1701	15.5899	15.5855	15.3903	15.1900	15.3799	15.4625	15.5899	15.5102
2-3	15.5488	15.5102	15.2551	15.3844	15.3401	15.1701	15.5899	15.5855	15.3903	15.1900	15.3799	15.4625	15.5899	15.5102
4	15.5488	15.5102	15.2551	15.3844	15.3401	15.1701	15.5899	15.5855	15.3903	15.1900	15.3799	15.4625	15.5899	15.5102
5	15.5488	15.5102	15.2551	15.3844	15.3401	15.1701	15.5899	15.5855	15.3903	15.1900	15.3799	15.4625	15.5899	15.5102
6	16.0488	16.0102	15.7551	15.8844	15.8401	15.6701	16.0899	16.0855	15.8903	15.6900	15.8799	15.9625	16.0899	16.0102
7	16.0488	16.0102	15.7551	15.8844	15.8401	15.6701	16.0899	16.0855	15.8903	15.6900	15.8799	15.9625	16.0899	16.0102
8	16.0488	16.0102	15.7551	15.8844	15.8401	15.6701	16.0899	16.0855	15.8903	15.6900	15.8799	15.9625	16.0899	16.0102
9	16.0488	16.0102	15.7551	15.8844	15.8401	15.6701	16.0899	16.0855	15.8903	15.6900	15.8799	15.9625	16.0899	16.0102
10	16.0488	16.0102	15.7551	15.8844	15.8401	15.6701	16.0899	16.0855	15.8903	15.6900	15.8799	15.9625	16.0899	16.0102
11	16.5488	16.5102	16.2551	16.3844	16.3401	16.1701	16.5899	16.5855	16.3903	16.1900	16.3799	16.4625	16.5899	16.5102
12	16.5488	16.5102	16.2551	16.3844	16.3401	16.1701	16.5899	16.5855	16.3903	16.1900	16.3799	16.4625	16.5899	16.5102
13	16.5488	16.5102	16.2551	16.3844	16.3401	16.1701	16.5899	16.5855	16.3903	16.1900	16.3799	16.4625	16.5899	16.5102
14	16.5488	16.5102	16.2551	16.3844	16.3401	16.1701	16.5899	16.5855	16.3903	16.1900	16.3799	16.4625	16.5899	16.5102
15	16.5488	16.5102	16.2551	16.3844	16.3401	16.1701	16.5899	16.5855	16.3903	16.1900	16.3799	16.4625	16.5899	16.5102
16	17.0488	17.0102	16.7551	16.8844	16.8401	16.6701	17.0899	17.0855	16.8903	16.6900	16.8799	16.9625	17.0899	17.0102
17	17.0488	17.0102	16.7551	16.8844	16.8401	16.6701	17.0899	17.0855	16.8903	16.6900	16.8799	16.9625	17.0899	17.0102
18	17.0488	17.0102	16.7551	16.8844	16.8401	16.6701	17.0899	17.0855	16.8903	16.6900	16.8799	16.9625	17.0899	17.0102
19	17.0488	17.0102	16.7551	16.8844	16.8401	16.6701	17.0899	17.0855	16.8903	16.6900	16.8799	16.9625	17.0899	17.0102
20	17.0488	17.0102	16.7551	16.8844	16.8401	16.6701	17.0899	17.0855	16.8903	16.6900	16.8799	16.9625	17.0899	17.0102
21	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
22	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
23	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
24	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
25	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
26	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
27	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
28	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
29	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
30	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
31	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.5899	17.5102
32	17.5488	17.5102	17.2551	17.3844	17.3401	17.1701	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.8263	17.5899
33	18.4331	18.3987	18.1416	18.2509	18.2286	18.0586	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	17.8915	17.8318
34	18.8881	18.8517	18.3988	18.5059	18.4816	18.3116	17.5899	17.5855	17.3903	17.1900	17.3799	17.4625	18.1261	18.0884
35	18.9737	18.9373	18.6822	18.7915	18.7872	18.5972	17.9629	17.9785	17.7833	17.5830	17.7729	17.8555	18.3811	18.3214
36	19.2287	19.1923	18.9372	19.0465	19.0222	18.8522	18.2587	18.2743	18.0791	17.8788	18.0687	18.1513	18.6361	18.5784
37	19.4837	19.4473	19.1922	19.3015	19.2772	19.1072	18.5035	18.5191	18.3239	18.1236	18.3135	18.3961	18.8503	18.7906
38	19.7795	19.7431	19.4880	19.5973	19.5730	19.4030	18.7891	18.8047	18.6095	18.4092	18.5991	18.6817	19.1461	19.0884

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ESP SALARY SCHEDULES 2022-23

2022-2023 Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr	IF UA7	IF UB4	IF UB2	IF UC2	IF UC4	IK UK2	IK UK3	IK UK4	IKA UK5	IKA UK6	IKB UK7	IKB UK8	II U61	
+ Degree +60 Hours +60 Hours +PPP +PPP	750.00 500.00 500.00 250.00	500.00 500.00 250.00	500.00 250.00	250.00 250.00	250.00 250.00	591.00 1181.00	1181.00 1477.00	1477.00 591.00	591.00 1181.00	1181.00 591.00	591.00 1181.00	1181.00 591.00	591.00	
1K w Assoc 1K w Bach 1K w Mast 1KA w Assoc 1KA w Bach 1KB w Assoc 1KB w Bach Associates	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	188 188 188 188 188 188 188 188	252 252 252 252 252 252 252 252
1905.00 1470.00 1316.00 1316.00 1470.00 1316.00 1316.00 1316.00	0.3937 0.3401 0.3799 0.1900 0.1701	0.3401 0.3401 0.3799 0.1900 0.1701	0.3799 0.3799 0.3799 0.1900 0.1701	0.1900 0.1900 0.1900 0.1900 0.1900	0.1701 0.1701 0.1701 0.1701 0.1701	0.4491 0.8974 0.8974 0.4491 0.8974	0.8974 0.8974 0.8974 0.4491 0.8974	1.1223 1.1223 1.1223 0.4491 0.8974	0.4491 0.8974 0.8974 0.4491 0.8974	0.8974 0.8974 0.8974 0.4491 0.8974	0.4491 0.8974 0.8974 0.4491 0.8974	0.8974 0.8974 0.8974 0.4491 0.8974	0.3127 0.3127 0.3127 0.3127 0.3127	
Exp. Step														
0-1	15.3937	15.3401	15.3799	15.1900	15.1701	22.2485	22.6968	22.9217	23.0339	23.4822	23.8397	24.2880	19.5734	
2-3	15.3937	15.3401	15.3799	15.1900	15.1701	22.4015	22.8498	23.0747	23.1869	23.6352	23.9927	24.4410	19.7264	
4	15.3937	15.3401	15.3799	15.1900	15.1701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
5	15.3937	15.3401	15.3799	15.1900	15.1701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
6	15.8937	15.8401	15.8799	15.6900	15.6701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
7	15.8937	15.8401	15.8799	15.6900	15.6701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
8	15.8937	15.8401	15.8799	15.6900	15.6701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
9	15.8937	15.8401	15.8799	15.6900	15.6701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
10	15.8937	15.8401	15.8799	15.6900	15.6701	22.6055	23.0538	23.2787	23.3909	23.8392	24.1967	24.6450	19.9375	
11	16.3937	16.3401	16.3799	16.1900	16.1701	22.7789	23.2272	23.4521	23.5643	24.0126	24.3701	24.8184	20.0762	
12	16.3937	16.3401	16.3799	16.1900	16.1701	22.9013	23.3496	23.5745	23.6867	24.1350	24.5027	24.9510	20.1884	
13	16.3937	16.3401	16.3799	16.1900	16.1701	23.1053	23.5536	23.7785	23.8805	24.3288	24.7169	25.1652	20.3526	
14	16.3937	16.3401	16.3799	16.1900	16.1701	23.1053	23.5536	23.7785	23.8805	24.3288	24.7169	25.1652	20.3526	
15	16.3937	16.3401	16.3799	16.1900	16.1701	23.1053	23.5536	23.7785	23.8805	24.3288	24.7169	25.1652	20.3526	
16	16.8937	16.8401	16.8799	16.6900	16.6701	23.3501	23.7984	24.0233	24.1457	24.5940	24.9617	25.4100	20.5903	
17	16.8937	16.8401	16.8799	16.6900	16.6701	23.6051	24.0534	24.2783	24.3905	24.8388	25.2371	25.6854	20.8667	
18	16.8937	16.8401	16.8799	16.6900	16.6701	23.8907	24.3390	24.5639	24.6865	25.1448	25.5125	25.9608	21.1248	
19	16.8937	16.8401	16.8799	16.6900	16.6701	24.1967	24.6450	24.8699	25.0025	25.4508	25.8389	26.2872	21.4349	
20	16.8937	16.8401	16.8799	16.6900	16.6701	24.5027	24.9510	25.1759	25.3289	25.7772	26.1245	26.5728	21.7409	
21	17.3937	17.3401	17.3799	17.1900	17.1701	24.8699	25.3182	25.5431	25.6655	26.1138	26.4917	26.9400	22.0713	
22	17.3937	17.3401	17.3799	17.1900	17.1701	25.2065	25.6548	25.8797	26.0225	26.4708	26.8079	27.2562	22.4090	
23	17.3937	17.3401	17.3799	17.1900	17.1701	25.5533	26.0016	26.2265	26.3591	26.8074	27.1751	27.6234	22.7486	
24	17.3937	17.3401	17.3799	17.1900	17.1701	25.9205	26.3688	26.5937	26.7467	27.1950	27.5729	28.0212	23.1189	
25	17.3937	17.3401	17.3799	17.1900	17.1701	26.3081	26.7564	26.9813	27.1445	27.5928	27.9503	28.3986	23.4687	
26	17.3937	17.3401	17.3799	17.1900	17.1701	26.6957	27.1440	27.3689	27.5117	27.9600	28.3481	28.7964	23.8594	
27	17.3937	17.3401	17.3799	17.1900	17.1701	27.1139	27.5622	27.7871	27.9095	28.3578	28.7153	29.1636	24.1980	
28	17.3937	17.3401	17.3799	17.1900	17.1701	27.4807	27.9090	28.1339	28.3175	28.7658	29.0927	29.5410	24.5683	
29	17.3937	17.3401	17.3799	17.1900	17.1701	27.8483	28.2966	28.5215	28.6847	29.1330	29.4701	29.9184	24.9590	
30	17.3937	17.3401	17.3799	17.1900	17.1701	28.2359	28.6842	28.9091	29.0519	29.5002	29.8883	30.3366	25.3078	
31	17.3937	17.3401	17.3799	17.1900	17.1701	28.6337	29.0820	29.3069	29.4395	29.8878	30.2861	30.7344	25.6781	
32	17.4501	17.3965	17.4363	17.2464	17.2265	29.0009	29.4492	29.6741	29.8373	30.2856	30.6431	31.0914	26.0177	
33	17.7153	17.6617	17.7015	17.5116	17.4917	29.4089	29.8572	30.0821	30.2147	30.6630	31.0307	31.4790	26.3982	
34	17.9499	17.8963	17.9361	17.7462	17.7263	29.8067	30.2550	30.4799	30.5921	31.0404	31.4489	31.8972	26.7684	
35	18.2049	18.1513	18.1911	18.0012	17.9813	30.1535	30.6018	30.8267	31.0001	31.4484	31.8161	32.2644	27.1489	
36	18.4599	18.4063	18.4461	18.2562	18.2363	30.5615	31.0098	31.2347	31.3877	31.8360	32.1833	32.6316	27.5079	
37	18.6741	18.6205	18.6603	18.4704	18.4505	30.9695	31.4178	31.6427	31.7549	32.2032	32.5811	33.0294	27.8782	
38	18.9699	18.9163	18.9561	18.7662	18.7463	31.2959	31.7442	31.9691	32.1323	32.5806	32.9585	33.4068	28.2281	

Board Approved 06.07.22

ESP SALARY SCHEDULES 2022-23

2022-2023														
Pay Level	11	11	12	12	12	12	12	12	12	12	12	12	12X	13
Slot #	U62	U63	U55	U83	U56	U57	U65	U66	U67	U68	U69	U70	U71	U72
Desc	Bachelors	Masters	Associates	Associates	Bachelors	Bachelors	Bachelors	Bachelors	Masters	Masters	Masters	12*258/217	Bachelors	Associates
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	1181.00	591.00	
Days	252	252	188	252	188.00	196.00	252	217	252	217	196	217	252	252
Hours/Day	7.50	7.50	7.50	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	1627.50	1890.00	1890.00
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		0.6249	0.3127
Exp. Step														
0-1	19.8856	20.0422	21.1109	21.0045	21.5294	21.4952	21.3167	21.4175	21.4733	21.5993	21.6986	24.2688	25.1080	23.2739
2-3	20.0386	20.1952	21.4576	21.3512	21.8781	21.8419	21.6634	21.7642	21.8200	21.9460	22.0433	24.4218	25.2610	23.4269
4	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
5	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
6	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
7	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
8	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
9	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
10	20.2497	20.4063	21.6888	21.5624	22.0873	22.0531	21.8746	21.9754	22.0312	22.1572	22.2545	24.6258	25.4670	23.6381
11	20.3884	20.5450	21.8269	21.7205	22.2454	22.2112	22.0327	22.1335	22.1893	22.3153	22.4126	24.8196	25.6618	23.8074
12	20.5006	20.6572	21.9391	21.8327	22.3576	22.3234	22.1449	22.2457	22.3015	22.4275	22.5248	24.9726	25.7954	23.9522
13	20.6648	20.8214	22.1247	22.0183	22.5432	22.5090	22.3305	22.4313	22.4871	22.6131	22.7104	25.1868	26.0107	24.1562
14	20.6648	20.8214	22.1247	22.0183	22.5432	22.5090	22.3305	22.4313	22.4871	22.6131	22.7104	25.1868	26.0107	24.1562
15	20.6648	20.8214	22.1247	22.0183	22.5432	22.5090	22.3305	22.4313	22.4871	22.6131	22.7104	25.1868	26.0107	24.1562
16	20.9025	21.0591	22.3828	22.2764	22.8013	22.7671	22.5886	22.6894	22.7452	22.8712	22.9685	25.4928	26.2983	24.3939
17	21.1789	21.3355	22.6286	22.5222	23.0471	23.0129	22.8344	22.9352	22.9910	23.1170	23.2143	25.7784	26.5870	24.6499
18	21.4370	21.5936	22.9080	22.7996	23.3245	23.2903	23.1118	23.2126	23.2684	23.3944	23.4917	26.1048	26.9358	24.9171
19	21.7471	21.9037	23.2181	23.1117	23.6366	23.6024	23.4239	23.5247	23.5805	23.7065	23.8038	26.4618	27.2765	25.2262
20	22.0531	22.2097	23.5231	23.4167	23.9416	23.9074	23.7289	23.8297	23.8855	24.0115	24.1088	26.8392	27.6487	25.5251
21	22.3835	22.5401	23.8424	23.7360	24.2609	24.2267	24.0482	24.1490	24.2048	24.3308	24.4281	27.1962	28.0374	25.8637
22	22.7212	22.8778	24.1810	24.0746	24.5995	24.5653	24.3868	24.4876	24.5434	24.6694	24.7667	27.6042	28.4372	26.1636
23	23.0608	23.2174	24.5207	24.4143	24.9392	24.9050	24.7265	24.8273	24.8831	25.0091	25.1064	28.0020	28.8391	26.5532
24	23.4311	23.5877	24.8797	24.7733	25.2982	25.2640	25.0855	25.1863	25.2421	25.3681	25.4654	28.4304	29.2808	26.8704
25	23.7809	23.9375	25.2194	25.1130	25.6379	25.6037	25.4252	25.5260	25.5818	25.7078	25.8051	28.8282	29.6612	27.2315
26	24.1718	24.3282	25.5998	25.4934	26.0183	25.9841	25.8056	25.9064	25.9622	26.0882	26.1855	29.2872	30.1233	27.6018
27	24.5102	24.6668	25.9803	25.8739	26.3988	26.3646	26.1861	26.2869	26.3427	26.4687	26.5660	29.7258	30.5344	27.9782
28	24.8805	25.0371	26.3098	26.2034	26.7283	26.6941	26.5156	26.6164	26.6722	26.7982	26.8955	30.1134	30.9770	28.3413
29	25.2712	25.4278	26.7096	26.6032	27.1281	27.0939	26.9154	27.0162	27.0720	27.1980	27.2953	30.5826	31.4044	28.6809
30	25.6200	25.7766	27.0595	26.9531	27.4780	27.4438	27.2653	27.3661	27.4219	27.5479	27.6452	31.0008	31.8614	29.0818
31	25.9903	26.1469	27.4297	27.3233	27.8482	27.8140	27.6355	27.7363	27.7921	27.9181	28.0154	31.4190	32.2622	29.4521
32	26.3299	26.4865	27.8000	27.6936	28.2185	28.1843	28.0058	28.1066	28.1624	28.2884	28.3857	31.8576	32.7253	29.8233
33	26.7104	26.8670	28.1600	28.0536	28.5785	28.5443	28.3658	28.4666	28.5224	28.6484	28.7457	32.2860	33.1670	30.1926
34	27.0806	27.2372	28.5507	28.4443	28.9692	28.9350	28.7565	28.8573	28.9131	29.0391	29.1364	32.7450	33.5882	30.5516
35	27.4611	27.6177	28.9006	28.7942	29.3191	29.2849	29.1064	29.2072	29.2630	29.3890	29.4863	33.1530	34.0299	30.9321
36	27.8201	27.9767	29.2708	29.1644	29.6893	29.6551	29.4766	29.5774	29.6332	29.7592	29.8565	33.5814	34.4410	31.2921
37	28.1904	28.3470	29.6299	29.5235	30.0484	30.0142	29.8357	29.9365	29.9923	30.1183	30.2156	34.0200	34.8734	31.6614
38	28.5403	28.6969	30.0001	29.8937	30.4186	30.3844	30.2059	30.3067	30.3625	30.4885	30.5858	34.4382	35.3049	32.0429

Board Approved 06.07.22

ESP SALARY SCHEDULES 2022-23

2022-2023												
Pay Level	13	13	14	14	14	15	15	15	15	16	16	16
Slot #	U73	U74	U76	U77	U78	U80	U81	U82	U83	U84	U85	U86
Desc	Bachelors	Masters	Associates	Bachelors	Masters	Associates	Bachelors	Masters	Specialist	Associates	Bachelors	Masters
Change to Base	1181.00	1477.00	591.00	1181.00	1477.00	591.00	1181.00	1477.00	1826.00	591.00	1181.00	1477.00
Days	252	252	252	252	252	252	252	252	252	252	252	252
Hours/Day	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.5000	7.5000	7.50	7.50	7.50
Hours*Days	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00	1890.00
Addl Per Hr	0.6249	0.7815	0.3127	0.6249	0.7815	0.3127	0.6249	0.7815	0.9661	0.3127	0.6249	0.7815
Exp. Step												
0-1	23.5861	23.7427	24.9600	25.2722	25.4288	26.3788	26.6910	26.8476	27.0322	28.0241	28.3363	28.4929
2-3	23.7391	23.8957	25.1130	25.4252	25.5818	26.5318	26.8440	27.0006	27.1852	28.1771	28.4893	28.6459
4	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
5	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
6	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
7	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
8	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
9	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
10	23.9503	24.1069	25.3251	25.6373	25.7939	26.7389	27.0511	27.2077	27.3923	28.3831	28.6953	28.8519
11	24.1196	24.2762	25.5036	25.8158	25.9724	26.9327	27.2449	27.4015	27.5861	28.5983	28.9105	29.0671
12	24.2644	24.4210	25.6485	25.9607	26.1173	27.0877	27.3999	27.5565	27.7411	28.7534	29.0656	29.2222
13	24.4684	24.6250	25.8749	26.1871	26.3437	27.3233	27.6355	27.7921	27.9767	29.0094	29.3216	29.4782
14	24.4684	24.6250	25.8749	26.1871	26.3437	27.3233	27.6355	27.7921	27.9767	29.0094	29.3216	29.4782
15	24.4684	24.6250	25.8749	26.1871	26.3437	27.3233	27.6355	27.7921	27.9767	29.0094	29.3216	29.4782
16	24.7061	24.8627	26.0891	26.4013	26.5579	27.5600	27.8722	28.0288	28.2134	29.2532	29.5654	29.7220
17	24.9621	25.1187	26.3360	26.6482	26.8048	27.8272	28.1394	28.2960	28.4806	29.4725	29.7847	29.9413
18	25.2293	25.3859	26.6032	26.9154	27.0720	28.0944	28.4066	28.5632	28.7478	29.7499	30.0621	30.2187
19	25.5394	25.6950	26.8704	27.1826	27.3392	28.4035	28.7157	28.8723	29.0569	30.0375	30.3497	30.5063
20	25.8373	25.9939	27.1999	27.5121	27.6687	28.6911	29.0033	29.1599	29.3445	30.3456	30.6578	30.8144
21	26.1759	26.3325	27.4988	27.8110	27.9676	29.0410	29.3532	29.5098	29.6944	30.6444	30.9566	31.1132
22	26.4758	26.6324	27.8068	28.1190	28.2756	29.3694	29.6816	29.8382	30.0228	30.9831	31.2953	31.4519
23	26.8654	27.0220	28.1250	28.4372	28.5938	29.7193	30.0315	30.1881	30.3727	31.3023	31.6145	31.7711
24	27.1826	27.3392	28.4953	28.8075	28.9641	30.0692	30.3814	30.5380	30.7226	31.6614	31.9736	32.1302
25	27.5437	27.7003	28.8656	29.1778	29.3344	30.4486	30.7608	30.9174	31.1020	32.0429	32.3551	32.5117
26	27.9140	28.0706	29.2460	29.5582	29.7148	30.7883	31.1005	31.2571	31.4417	32.3611	32.6733	32.8299
27	28.2904	28.4470	29.5847	29.8969	30.0535	31.1677	31.4799	31.6365	31.8211	32.7630	33.0752	33.2318
28	28.6535	28.8101	29.9957	30.3079	30.4645	31.5696	31.8818	32.0384	32.2230	33.1322	33.4444	33.6010
29	28.9931	29.1497	30.3456	30.6578	30.8144	31.9082	32.2204	32.3770	32.5616	33.5025	33.8147	33.9713
30	29.3040	29.5506	30.7158	31.0280	31.1846	32.2693	32.5815	32.7381	32.9227	33.8829	34.1951	34.3517
31	29.7643	29.9209	31.1065	31.4187	31.5753	32.6895	33.0017	33.1583	33.3429	34.2726	34.5848	34.7414
32	30.1355	30.2921	31.4472	31.7594	31.9160	33.0190	33.3312	33.4878	33.6724	34.6133	34.9255	35.0821
33	30.5048	30.6614	31.8052	32.1174	32.2740	33.4097	33.7219	33.8785	34.0631	35.0131	35.3253	35.4819
34	30.8638	31.0204	32.1959	32.5081	32.6647	33.7799	34.0921	34.2487	34.4333	35.3834	35.6956	35.8522
35	31.2443	31.4009	32.5569	32.8691	33.0257	34.1288	34.4410	34.5976	34.7822	35.7230	36.0352	36.1918
36	31.6043	31.7609	32.9476	33.2598	33.4164	34.5102	34.8224	34.9790	35.1636	36.1351	36.4473	36.6039
37	31.9736	32.1302	33.2975	33.6097	33.7663	34.8693	35.1815	35.3381	35.5227	36.4635	36.7757	36.9323
38	32.3551	32.5117	33.6667	33.9789	34.1355	35.2395	35.5517	35.7083	35.8929	36.8338	37.1460	37.3026

Board Approved 06.07.22

APPENDIX E: EDUCATION SUPPORT PROFESSIONALS (ESP) SUPPLEMENTS

<u>Type</u>	<u>Amount</u>
• 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:** _____
Mentor's Signature: _____ **Date:** _____
Supervisor's Signature: _____ **Date:** _____

CROSS TRAINING PLAN

Section 1

Employee's Name: _____
 Employee's Title: _____
 Employee's Work Location: _____
 Employee's Supervisor: _____
 Assessment Period: _____

Section 2 - Objectives

(Job Description Responsibilities to be focused on for this period)

1.	
2.	
3.	
4.	

Section 3 - Implementation

Mutually Agreed Upon Objective Activity	Date	Time	Outcome/ Impact of Activity

Section 4 - Performance - Assessment and Results

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: _____

APPENDIX G: Memorandum of Understanding: One-Time, Non-Recurring \$500 Supplement

**MEMORANDUM OF UNDERSTANDING –
2021-22 One-Time, Non-Recurring \$500 Supplement, Education Staff Professionals Employees**

Whereas, the Osceola County School Board and the Osceola County Education Association recognize the talent and hard work of educators, and the critical roles that teachers, support staff, and administrators play in ensuring educational excellence for every child in the School District of Osceola County;

Whereas, the Osceola County School Board and the Osceola County Education Association understand the impact of inflation upon all employees; and

Whereas, the Osceola County School Board and the Osceola County Education Association acknowledge the ongoing need to attract and retain quality employees for the School District of Osceola County; and

Whereas, the Osceola County School Board and the Osceola County Education Association recognize that Education Staff Professionals employees desire an amount equal to the one-time non-recurring \$1,000 supplement that Instructional employees received; and

Whereas, the Osceola County School Board provided all School District employees with a one-time non-recurring \$500 supplement on March 11, 2022;

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

1. Each Education Staff Professionals bargaining unit-eligible employee shall receive an additional one-time, non-recurring supplement of \$500 in the employee's paycheck no later than the second regularly scheduled paycheck after the date of this tentative agreement;
2. Both parties agree that the one-time non-recurring \$500 supplement on March 11, 2022, and this additional one-time non-recurring \$500 supplement shall equal the \$1,000 that Education Staff Professionals employees desire;
3. Both parties agree to continue to engage in the collaborative bargaining process per *Article XVIII* of our *Education Staff Professionals Employees' Contract*; and
4. Per past practice, the School District agrees that this Memorandum of Understanding shall expire one (1) calendar year from the date of tentative agreement and signature.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Debra Pace



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Lare Allen



CHIEF NEGOTIATOR FOR OCEA
Barbara Gleason

Date: April 14, 2022

APPENDIX H: Memorandum of Understanding: Union-Management Meetings

MEMORANDUM OF UNDERSTANDING Union-Management Meetings, Education Support Professionals (ESP)

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that a means for continuing communication is valuable to both employees and managers in order to improve the workplace;

Therefore, be it resolved that for the **2021-22** contract year, both parties agree to the following conditions:

1. Representatives of both parties agree to meet with employees and managers representing the following five (5) functional areas: Clerical, Extended Day, Nurses, Paraprofessionals, and Technology Specialists.
2. A committee for each area shall be formed and meet two (2) times per year, at least once each semester of the school year.
3. The Association shall provide an agenda of discussion items to the District's Chief Negotiator no later than five (5) workdays prior to the date of the scheduled meeting.
4. The committees may discuss recommended solutions to work-related issues which could result in improved quality of work.
5. As a result of the discussions in these meetings, the Association shall provide update at each regular meeting and may submit proposals to LSP Bargaining Leadership Team. Such proposals must be recorded on the appropriate form and be supported by data and research.
6. These meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.
7. As a result of the discussions in these meetings, the Association shall be given the opportunity to provide input regarding inservice courses and training programs for employees.

OSCEOLA COUNTY
SCHOOL BOARD



SUPERINTENDENT
Debra Pace

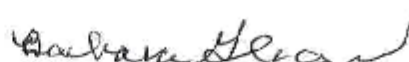


CHIEF NEGOTIATOR FOR OCSB
John Boyd

OSCEOLA COUNTY
EDUCATION ASSOCIATION



OCEA PRESIDENT
Lare Allen



CHIEF NEGOTIATOR FOR OCEA
Barbara Gleason

Date: **November 10, 2021**

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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:

Tammy Cope-Otterson, 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: Tammy.Otterson@osceolaschools.net

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