

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



2013-2016

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Superintendent**

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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 the Code of Ethics and Principles of Professional Conduct of 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 work place 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 he or she 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 he or she 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

Employee should dress professionally and be generally neat, clean and well groomed. Dress should be appropriate to the work assignment. The following are guidelines concerning dress:

1. The size of shirts and pants must be appropriate to the employee's body size and not oversized or undersized. T-Shirts (except school logo/spirit shirts), clothing with rips or tears, clothing which is revealing (plunging necklines, exposes mid-drifts, transparent or translucent, or excessively tight) shall not be worn.
2. Pants or shorts with belt loops must be worn with a belt so that the waistband is worn at the waist and not below.
3. The hem of the ladies' skirts or dresses must be no shorter than mid-thigh.
4. Employees may also wear sandals provided they do not interfere with the safety. Flip-flops, platforms, and shoes with wheels may not be worn.
5. Employee dress should not interfere with the work 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 his/her 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 \$80.00. All safety shoes must meet OSHA standards.

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.

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, he/she 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 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 his/her 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 data base, 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 him/her suffered in the course of the legal performance of his/her 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.

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 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 appries 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 his/her discretion have his/her 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 his/her 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 s/he 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 his/her 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 his 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 he/she 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 his/her 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 his/her inappropriate behavior is so serious that immediate removal from the work place 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 his/her 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 work days 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 30 days apart).
 - d. Within 14 days after the close of the 90 day period, the evaluator must assess the employee formally, determine if deficiencies have been corrected, and notify the Superintendent.
 - e. Within 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 his/her employment contract.
 - f. If the employee wished to contest the Superintendent's recommendation, he/she must, within 15 days, notify in writing their request for a hearing.
 - g. Within 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.
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 A).
4. The employee will receive, in a private meeting a completed copy of his/her 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 Work Day

The length of the normal work day 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 his/her 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 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.
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 ten dollar (\$10.00) daily stipend.
- A total of greater than four (4) hours equals a twenty dollar (\$20.00) daily stipend.

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 for an advertised position will be notified in writing whether they have 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, he or she must submit a transfer request electronically on the employee portal.
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 his or her 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.

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 his/her 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 he/she 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 his/her 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.

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 his/her 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) work days 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 he/she 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 he 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 his/her 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 child bearing
 - f. Leave to run for or serve in an elected office
 - g. 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 he/she 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 he 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:
One (1) day for each month of employment for those employed by the District for less than five (5) active service years.
One and one quarter (1 1/4) days per month of employment for those employed five (5) active service years or more. One and one-half (1½) 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 seventeen (17) days 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 his/her total gross military pay supplemented up to the amount he/she 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 he/she 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 his/her 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 work day 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 his/her 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 his/her 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. Each party may notify the other, in writing, between March 1 and March 30 that it desires to open for negotiation Wages and Health Insurance Benefits, and up to four Articles of the Agreement for each side. Initial proposals except Salary and Supplement Schedules shall be exchanged no later than one (1) week prior to the end of the traditional school year.

MEMORANDUM OF UNDERSTANDING: COLLABORATIVE BARGAINING

**MEMORANDUM OF UNDERSTANDING
Collaborative Bargaining, ESP**

In lieu of Article XVIII, Term of Contract, for the 2013-2014 contract year the parties agree to enter into a collaborative bargaining process. A contract will be ratified with the understanding that Contract Articles, specific paragraphs or new issues may be opened, bargained, ratified, and implemented throughout the year.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Melba Luciano



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Betty Yenetchi

Date: July 17, 2013

MEMORANDUM OF UNDERSTANDING: ESP UNION-MANAGEMENT MEETINGS

**MEMORANDUM OF UNDERSTANDING
ESP Union-Management Meetings**

Whereas both parties to the contract agree to provide a means of continuing communication, representatives of the parties agree to meet with employees and managers representing the following paraprofessionals, technology, and other employee groups as identified by the parties.

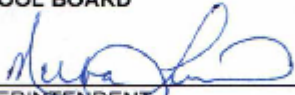
Therefore, be it resolved that the parties agree to the following:

In order to provide a means for continuing communication, representatives of the parties agree to meet with employees and managers representing the following functional areas: clerical, paraprofessionals, technology, and other employee groups as identified by the parties.

1. A committee for each area shall be formed to meet a minimum of three times per year, one meeting to be held within 90 days after the beginning of the school term. Additional meetings may be held upon mutual agreement of both parties.
2. The committees may discuss concerns which could result in improved quality of work and any other matters mutually agreed upon by both parties, such as training programs.
3. When the parties mutually agree upon issues which impact employees at more than one site, they will submit proposals to Bargaining Leadership Team. Such proposals must be recorded on the Issues and tracking Form and be supported by data and research.
4. Such meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.

The Association shall be given the opportunity to provide input regarding in-service courses/ training programs.

**OSCEOLA COUNTY
SCHOOL BOARD**

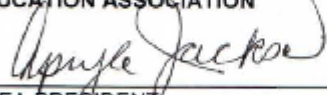


SUPERINTENDENT
Melba Luciano



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Betty Yenetchi

Date: July 17, 2013

MEMORANDUM OF UNDERSTANDING: EMPLOYEE TECHNOLOGY AWARENESS

**MEMORANDUM OF UNDERSTANDING –
Employee Technology Awareness and Security, ESP**


Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that digital literacy is essential for a twenty-first century education;

Whereas, both parties believe that digital security is a priority for both school district employees and students.

Therefore, be it resolved that both parties agree to the following conditions of use for the school district's technology property (e.g., computers, etc.) and network:

- Employees shall complete the school district's required workshop on technology use and security and the school district's network acceptable use policy.
- Employees shall sign the appropriate school district form that indicates the employee has received, has read, and understands the school district's documents *Employee Technology Awareness and Security Handbook* and *School Board Rule 8.60 - Network Acceptable Use*.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Melba Luciano



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Betty Yenetchi

Date: July 17, 2013

MEMORANDUM OF UNDERSTANDING: TEACH GRANT SCHOLARSHIPS

**MEMORANDUM OF UNDERSTANDING –
TEACH Grant Scholarship Program for Paraprofessional Employees**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that quality education for Osceola Pre-Kindergarten students is a priority;

Whereas, both parties believe that professional development of Pre-Kindergarten paraprofessional employees is essential for the above priority;

Therefore, be it resolved that both parties agree to the following conditions of participation in the District's Teacher Education and Compensation Helps (TEACH) grant scholarship program to assist eligible Pre-Kindergarten paraprofessional employees in obtaining the Florida Child Care Professional Credential (FCCPC):

- The TEACH scholarship is available to the eligible Pre-Kindergarten paraprofessional employees who qualify and will pay for 80% of the online Staff Credential tuition.
- The District Pre-Kindergarten Department will:
 - o pay 20% of online Staff Credential tuition;
 - o provide three (3) hours of paid release time per course when classes are in session regardless of the number of courses taken and even if classes are taken at night or online; and
 - o award a one-time \$250.00 bonus for those eligible Pre-Kindergarten paraprofessional employees who obtain the Staff Credential.
- The following exceptions shall not be eligible for paid release time:
 - o recipients working less than 30 hours a week;
 - o recipients during times their centers are closed for vacation, holidays, etc.;
 - o recipients on paid leave, or
 - o volunteers.

OSCEOLA COUNTY SCHOOL BOARD



SUPERINTENDENT
Melba Luciano



CHIEF NEGOTIATOR FOR OCSB
John Boyd

OSCEOLA COUNTY EDUCATION ASSOCIATION



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Betty Yenatchi

Date: August 22, 2013


APPROVAL OF PARTIES

**2013-2016 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



Jay Wheeler,
Chairperson of the Board




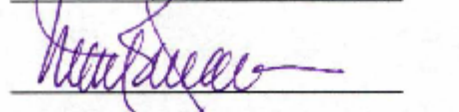
Melba Luciano,
Superintendent



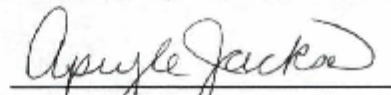
John Boyd,
Chief Negotiator for the School Board

Witnesses as to the School Board







Accepted by the
Osceola County Education Association



Apryle Jackson,
President of the Association




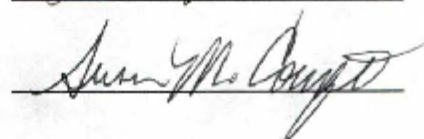
Shirley Groff,
ESP Vice President of the Association



Betty Yenetski,
Chief Negotiator of the Association

Witnesses as to the Association





Dated: **November 05, 2013**

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	ANNUAL								
				<input type="checkbox"/>	<input type="checkbox"/>								
EVALUATION RATINGS													
<p>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.)</p> <table style="width:100%; border: none;"> <tr> <td style="width: 30%;">1. STRENGTH</td> <td>Positive impact on results</td> </tr> <tr> <td>2. SATISFACTORY</td> <td>Consistently meets expectations</td> </tr> <tr> <td>3. DEVELOPMENT NEEDED</td> <td>Needs to increase present effectiveness to meet the requirements of the position</td> </tr> <tr> <td>4. UNSATISFACTORY</td> <td>Considerable room for improvement; negative impact on results</td> </tr> </table>						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
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													
<p>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.</p>													
Principal/Administrator Signature		Date		Employee Signature									
_____		_____		_____									

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/> <hr/>			
STRATEGIES			
<hr/> <hr/> <hr/>			
ASSISTANCE OFFERED			
<hr/> <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: SALARY SCHEDULE

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule	1D	1D	1E	1E	1F	1K	1KA	1KB	2	2	3	3	4	4
Pay Level	U06	U43	U04	U54	U05	U27	U34	U42	U19	U15	U22	U16	U26	U17
Slot #	U06	U43	U04	U54	U05	U27	U34	U42	U19	U15	U22	U16	U26	U17
Desc	Base	12 Mo	Base	12 Mo	Base	Base	Base	Base	Base	12 Mo	Base	12 Mo	Base	12 Mo
Change to Base														
Days														
Hours/Day														
Hours*Days														
Addl Per Hr														
Exp. Step														
0	11.31	11.33	10.59	10.61	11.12	20.17	20.94	21.73	13.02	13.05	13.24	13.27	13.70	13.73
1	11.31	11.33	10.59	10.61	11.12	20.17	20.94	21.73	13.02	13.05	13.24	13.27	13.70	13.73
2	11.40	11.42	10.68	10.70	11.21	20.34	21.11	21.90	13.13	13.16	13.34	13.37	13.81	13.84
3	11.46	11.48	10.75	10.77	11.27	20.46	21.23	22.03	13.20	13.24	13.42	13.45	13.89	13.92
4	11.57	11.59	10.85	10.87	11.37	20.66	21.42	22.24	13.32	13.35	13.55	13.58	14.02	14.06
5	11.57	11.59	10.85	10.87	11.37	20.66	21.42	22.24	13.32	13.35	13.55	13.58	14.02	14.06
6	11.57	11.59	10.85	10.87	11.37	20.66	21.42	22.24	13.32	13.35	13.55	13.58	14.02	14.06
7	11.76	11.79	11.01	11.04	11.53	20.90	21.68	22.48	13.49	13.52	13.72	13.76	14.21	14.24
8	11.94	11.97	11.20	11.23	11.70	21.15	21.92	22.75	13.67	13.71	13.91	13.95	14.39	14.43
9	12.13	12.16	11.38	11.41	11.89	21.43	22.22	23.02	13.85	13.89	14.12	14.16	14.59	14.63
10	12.36	12.40	11.60	11.63	12.08	21.73	22.52	23.34	14.09	14.12	14.34	14.38	14.83	14.87
11	12.60	12.63	11.84	11.87	12.29	22.03	22.84	23.62	14.30	14.34	14.57	14.61	15.07	15.11
12	12.84	12.87	12.05	12.08	12.51	22.39	23.17	23.98	14.53	14.57	14.83	14.87	15.30	15.34
13	13.07	13.11	12.28	12.33	12.72	22.72	23.52	24.29	14.74	14.79	15.08	15.12	15.59	15.62
14	13.35	13.39	12.54	12.57	12.92	23.06	23.85	24.65	14.99	15.04	15.33	15.38	15.83	15.87
15	13.62	13.66	12.76	12.79	13.20	23.42	24.23	25.04	15.23	15.27	15.63	15.66	16.10	16.15
16	13.87	13.92	13.02	13.06	13.46	23.80	24.62	25.41	15.48	15.52	15.86	15.90	16.36	16.41
17	14.13	14.17	13.26	13.29	13.70	24.18	24.98	25.80	15.78	15.82	16.14	16.18	16.67	16.71
18	14.40	14.44	13.52	13.56	13.95	24.59	25.37	26.16	16.03	16.07	16.37	16.42	16.95	17.00
19	14.63	14.67	13.76	13.80	14.18	24.93	25.77	26.53	16.28	16.32	16.67	16.71	17.17	17.24
20	14.92	14.96	14.02	14.06	14.45	25.31	26.13	26.90	16.56	16.61	16.94	16.98	17.49	17.53
21	15.18	15.22	14.29	14.33	14.66	25.69	26.49	27.31	16.81	16.85	17.16	17.23	17.72	17.78
22	15.45	15.49	14.53	14.57	14.92	26.08	26.87	27.70	17.10	17.15	17.47	17.51	18.04	18.08
23	15.70	15.74	14.78	14.81	15.17	26.44	27.26	28.05	17.36	17.40	17.69	17.74	18.28	18.33
24	15.99	16.03	15.03	15.07	15.43	26.84	27.63	28.43	17.61	17.65	17.99	18.04	18.56	18.61
25	16.24	16.28	15.28	15.32	15.66	27.23	28.00	28.84	17.89	17.94	18.24	18.28	18.86	18.90
26	16.52	16.56	15.50	15.54	15.91	27.57	28.40	29.20	18.11	18.16	18.51	18.56	19.13	19.18
27	16.77	16.81	15.79	15.83	16.16	27.97	28.78	29.56	18.39	18.45	18.76	18.81	19.39	19.45
28	17.02	17.07	16.03	16.07	16.37	28.37	29.14	29.95	18.67	18.72	19.03	19.08	19.65	19.71
29	17.31	17.36	16.31	16.35	16.66	28.69	29.51	30.32	18.92	18.96	19.29	19.34	19.96	20.01

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule	5	5	6	6	7	8	8	9	9	10	10	10A	10A	10B
Pay Level	U31	U18	U37	U21	U44	U73	U24	U74	U25	U49	U28	U50	U40	U51
Slot #	U31	U18	U37	U21	U44	U73	U24	U74	U25	U49	U28	U50	U40	U51
Desc	Base	12 Mo	Base	12 Mo	Base	Base	12 Mo	Base	12 Mo	Base	12 Mo	Base	12 Mo	Base
Change to Base														
Days														
Hours/Day														
Hours*Days														
Addl Per Hr														
Exp. Step														
0	14.02	14.06	14.38	14.42	15.07	15.40	15.44	15.78	15.82	16.19	16.23	16.61	16.66	16.89
1	14.02	14.06	14.38	14.42	15.07	15.40	15.44	15.78	15.82	16.19	16.23	16.61	16.66	16.89
2	14.13	14.18	14.49	14.53	15.19	15.53	15.57	15.90	15.94	16.32	16.36	16.75	16.80	17.02
3	14.23	14.27	14.57	14.61	15.28	15.62	15.66	16.01	16.05	16.41	16.45	16.85	16.90	17.12
4	14.35	14.39	14.70	14.74	15.42	15.77	15.81	16.16	16.20	16.56	16.61	17.00	17.05	17.29
5	14.35	14.39	14.70	14.74	15.42	15.77	15.81	16.16	16.20	16.56	16.61	17.00	17.05	17.29
6	14.35	14.39	14.70	14.74	15.42	15.77	15.81	16.16	16.20	16.56	16.61	17.00	17.05	17.29
7	14.53	14.57	14.90	14.93	15.61	15.94	15.99	16.33	16.38	16.76	16.80	17.17	17.24	17.48
8	14.71	14.75	15.09	15.13	15.80	16.14	16.18	16.53	16.57	16.95	16.99	17.39	17.43	17.67
9	14.93	14.96	15.29	15.33	16.00	16.34	16.39	16.74	16.78	17.15	17.22	17.59	17.63	17.90
10	15.15	15.19	15.50	15.54	16.22	16.56	16.61	16.96	17.00	17.41	17.45	17.83	17.88	18.13
11	15.39	15.43	15.78	15.82	16.45	16.81	16.85	17.17	17.24	17.65	17.70	18.06	18.10	18.39
12	15.63	15.66	16.01	16.05	16.71	17.03	17.08	17.46	17.50	17.90	17.95	18.28	18.33	18.66
13	15.86	15.90	16.25	16.29	16.96	17.30	17.35	17.67	17.72	18.17	18.21	18.55	18.60	18.92
14	16.14	16.18	16.53	16.57	17.17	17.57	17.61	17.93	17.98	18.45	18.50	18.79	18.85	19.20
15	16.41	16.45	16.78	16.82	17.49	17.84	17.89	18.22	18.26	18.71	18.76	19.10	19.15	19.45
16	16.69	16.73	17.03	17.08	17.72	18.11	18.16	18.50	18.55	18.99	19.04	19.37	19.43	19.75
17	16.97	17.01	17.32	17.37	18.04	18.42	18.47	18.76	18.81	19.26	19.31	19.64	19.69	20.02
18	17.22	17.26	17.59	17.63	18.32	18.68	18.73	19.04	19.09	19.55	19.60	19.92	19.98	20.29
19	17.51	17.55	17.88	17.93	18.58	18.95	19.00	19.32	19.37	19.81	19.86	20.20	20.26	20.56
20	17.76	17.82	18.13	18.18	18.87	19.23	19.28	19.60	19.66	20.09	20.14	20.50	20.55	20.85
21	18.06	18.10	18.43	18.48	19.15	19.47	19.52	19.89	19.94	20.38	20.44	20.76	20.81	21.11
22	18.33	18.37	18.69	18.74	19.41	19.77	19.83	20.15	20.20	20.66	20.71	21.02	21.08	21.41
23	18.59	18.64	18.95	19.00	19.68	20.05	20.10	20.44	20.51	20.94	20.99	21.32	21.37	21.67
24	18.88	18.92	19.23	19.28	19.96	20.33	20.38	20.70	20.75	21.17	21.23	21.59	21.65	21.96
25	19.16	19.21	19.47	19.52	20.22	20.61	20.67	20.97	21.02	21.48	21.53	21.87	21.93	22.22
26	19.42	19.47	19.77	19.83	20.52	20.91	20.96	21.25	21.31	21.77	21.83	22.14	22.20	22.49
27	19.71	19.76	20.05	20.10	20.78	21.14	21.20	21.54	21.59	22.01	22.08	22.43	22.49	22.77
28	19.97	20.02	20.32	20.37	21.08	21.43	21.50	21.83	21.89	22.34	22.39	22.68	22.75	23.04
29	20.23	20.29	20.59	20.65	21.35	21.69	21.74	22.05	22.12	22.57	22.63	22.98	23.03	23.35

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule	10C	10C	10D	10X	11	11	11X	12	12	12X	13	13	14	14
Pay Level	US2	U41	U93	U47	U55	U29	U48	U56	U30	U53	U57	U32	U58	U35
Slot #	US2	U41	U93	U47	U55	U29	U48	U56	U30	U53	U57	U32	U58	U35
Desc	Base	12 Mo	Base	Base	Base	12 Mo	Base	Base	12 Mo	Base	Base	12 Mo	Base	12 Mo
Change to Base														
Days														
Hours/Day														
Hours*Days														
Addl Per Hr														
Exp. Step														
0	17.35	17.40	17.48	20.82	17.53	17.58	20.94	19.10	19.16	22.66	21.13	21.18	22.75	22.82
1	17.35	17.40	17.48	20.82	17.53	17.58	20.94	19.10	19.16	22.66	21.13	21.18	22.75	22.82
2	17.49	17.54	17.62	20.99	17.67	17.72	21.11	19.26	19.32	22.85	21.30	21.35	22.94	23.00
3	17.60	17.65	17.73	21.11	17.77	17.83	21.23	19.38	19.43	22.98	21.42	21.49	23.07	23.14
4	17.76	17.82	17.90	21.30	17.94	17.99	21.42	19.56	19.61	23.19	21.64	21.69	23.30	23.36
5	17.76	17.82	17.90	21.30	17.94	17.99	21.42	19.56	19.61	23.19	21.64	21.69	23.30	23.36
6	17.76	17.82	17.90	21.30	17.94	17.99	21.42	19.56	19.61	23.19	21.64	21.69	23.30	23.36
7	17.94	17.99	18.13	21.54	18.18	18.22	21.70	19.81	19.86	23.47	21.86	21.92	23.51	23.57
8	18.13	18.18	18.39	21.79	18.44	18.49	21.97	20.05	20.10	23.75	22.10	22.17	23.73	23.81
9	18.35	18.40	18.65	22.04	18.69	18.74	22.29	20.32	20.37	24.09	22.38	22.43	24.01	24.07
10	18.56	18.61	18.89	22.36	18.99	19.04	22.59	20.61	20.67	24.42	22.65	22.73	24.27	24.33
11	18.79	18.85	19.13	22.65	19.29	19.34	22.94	20.92	20.97	24.78	22.97	23.02	24.59	24.65
12	19.06	19.11	19.37	22.98	19.60	19.66	23.30	21.22	21.28	25.16	23.29	23.35	24.87	24.94
13	19.29	19.34	19.60	23.33	19.93	19.99	23.64	21.55	21.61	25.55	23.58	23.64	25.17	25.24
14	19.56	19.61	19.90	23.59	20.27	20.32	24.05	21.88	21.94	25.94	23.96	24.02	25.49	25.55
15	19.84	19.89	20.17	23.97	20.63	20.68	24.43	22.23	22.29	26.37	24.27	24.33	25.84	25.91
16	20.10	20.15	20.46	24.27	20.97	21.02	24.87	22.56	22.62	26.74	24.62	24.68	26.21	26.27
17	20.39	20.45	20.74	24.61	21.35	21.40	25.29	22.94	22.99	27.19	24.98	25.04	26.57	26.64
18	20.67	20.72	21.01	24.92	21.68	21.73	25.69	23.30	23.36	27.59	25.33	25.40	26.89	26.97
19	20.95	21.00	21.31	25.26	22.02	22.09	26.12	23.62	23.68	28.02	25.69	25.76	27.30	27.37
20	21.21	21.27	21.59	25.58	22.41	22.47	26.53	24.01	24.07	28.43	26.02	26.09	27.63	27.71
21	21.52	21.57	21.86	25.92	22.75	22.81	26.96	24.35	24.41	28.88	26.42	26.48	27.99	28.07
22	21.81	21.87	22.12	26.25	23.11	23.17	27.38	24.70	24.77	29.27	26.77	26.84	28.38	28.45
23	22.03	22.10	22.43	26.57	23.44	23.50	27.80	25.06	25.13	29.72	27.13	27.20	28.69	28.78
24	22.35	22.40	22.68	26.89	23.81	23.87	28.25	25.41	25.48	30.15	27.48	27.56	29.06	29.13
25	22.62	22.69	22.98	27.25	24.17	24.23	28.66	25.79	25.86	30.56	27.84	27.91	29.43	29.51
26	22.90	22.96	23.27	27.55	24.53	24.60	29.06	26.13	26.20	30.99	28.21	28.28	29.78	29.86
27	23.17	23.23	23.54	27.90	24.88	24.95	29.50	26.48	26.56	31.39	28.55	28.63	30.16	30.24
28	23.43	23.49	23.81	28.25	25.24	25.31	29.92	26.84	26.91	31.81	28.92	28.99	30.49	30.58
29	23.71	23.77	24.10	28.56	25.59	25.65	30.33	27.19	27.27	32.23	29.27	29.36	30.85	30.94

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule	15	15	16	16	17	17	ID	ID	ID	ID	ID	ID	ID
Pay Level	U59	U36	U60	U38	U61	U39	UA3	UA5	U03	UB3	UB5	UC3	UC5
Slot #	U59	U36	U60	U38	U61	U39	UA3	UA5	U03	UB3	UB5	UC3	UC5
Desc	Base	12 Mo	Base	12 Mo	Base	12 Mo	+ Degree	+ Degree	+Degree 50%	+60 Hours	+60 Hours	+PPP	+PPP
Change to Base							750.00	750.00	375.00	500.00	500.00	250.00	250.00
Days							196	196	196	196	196	196	196
Hours/Day							7.00	7.50	7.50	7.00	7.50	7.00	7.50
Hours*Days							1372.00	1470.00	1470.00	1372.00	1470.00	1372.00	1470.00
Addl Per Hr							0.5466	0.5102	0.2551	0.3644	0.3401	0.1822	0.1701
Exp. Step													
0	24.14	24.20	25.74	25.80	27.54	27.61	11.8566	11.8202	11.5651	11.6744	11.6501	11.4922	11.4801
1	24.14	24.20	25.74	25.80	27.54	27.61	11.8566	11.8202	11.5651	11.6744	11.6501	11.4922	11.4801
2	24.33	24.39	25.95	26.01	27.77	27.84	11.9466	11.9102	11.6551	11.7644	11.7401	11.5822	11.5701
3	24.47	24.54	26.10	26.16	27.93	28.00	12.0066	11.9702	11.7151	11.8244	11.8001	11.6422	11.6301
4	24.70	24.77	26.34	26.41	28.21	28.28	12.1166	12.0802	11.8251	11.9344	11.9101	11.7522	11.7401
5	24.70	24.77	26.34	26.41	28.21	28.28	12.1166	12.0802	11.8251	11.9344	11.9101	11.7522	11.7401
6	24.70	24.77	26.34	26.41	28.21	28.28	12.1166	12.0802	11.8251	11.9344	11.9101	11.7522	11.7401
7	24.94	25.00	26.57	26.64	28.43	28.50	12.3066	12.2702	12.0151	12.1244	12.1001	11.9422	11.9301
8	25.19	25.26	26.79	26.86	28.67	28.75	12.4866	12.4502	12.1951	12.3044	12.2801	12.1222	12.1101
9	25.46	25.52	27.06	27.13	28.96	29.03	12.6766	12.6402	12.3851	12.4944	12.4701	12.3122	12.3001
10	25.76	25.82	27.34	27.41	29.23	29.32	12.9066	12.8702	12.6151	12.7244	12.7001	12.5422	12.5301
11	26.03	26.10	27.63	27.71	29.55	29.62	13.1466	13.1102	12.8551	12.9644	12.9401	12.7822	12.7701
12	26.37	26.44	27.93	28.00	29.88	29.96	13.3866	13.3502	13.0951	13.2044	13.1801	13.0222	13.0101
13	26.69	26.76	28.26	28.33	30.17	30.25	13.6166	13.5802	13.3251	13.4344	13.4101	13.2522	13.2401
14	27.03	27.10	28.56	28.64	30.49	30.58	13.8966	13.8602	13.6051	13.7144	13.6901	13.5322	13.5201
15	27.37	27.44	28.92	28.99	30.85	30.94	14.1666	14.1302	13.8751	13.9844	13.9601	13.8022	13.7901
16	27.74	27.81	29.27	29.36	31.25	31.34	14.4166	14.3802	14.1251	14.2344	14.2101	14.0522	14.0401
17	28.07	28.14	29.60	29.67	31.58	31.66	14.6766	14.6402	14.3851	14.4944	14.4701	14.3122	14.3001
18	28.44	28.51	29.97	30.06	31.95	32.04	14.9466	14.9102	14.6551	14.7644	14.7401	14.5822	14.5701
19	28.82	28.90	30.34	30.42	32.33	32.42	15.1766	15.1402	14.8851	14.9944	14.9701	14.8122	14.8001
20	29.15	29.23	30.70	30.78	32.68	32.77	15.4666	15.4302	15.1751	15.2844	15.2601	15.1022	15.0901
21	29.51	29.58	31.07	31.15	33.01	33.10	15.7266	15.6902	15.4351	15.5444	15.5201	15.3622	15.3501
22	29.90	29.99	31.44	31.53	33.40	33.49	15.9966	15.9602	15.7051	15.8144	15.7901	15.6322	15.6201
23	30.23	30.31	31.77	31.86	33.76	33.85	16.2466	16.2102	15.9551	16.0644	16.0401	15.8822	15.8701
24	30.61	30.69	32.17	32.25	34.11	34.20	16.5366	16.5002	16.2451	16.3544	16.3301	16.1722	16.1601
25	30.97	31.05	32.51	32.61	34.48	34.56	16.7866	16.7502	16.4951	16.6044	16.5801	16.4222	16.4101
26	31.30	31.39	32.86	32.94	34.83	34.93	17.0666	17.0302	16.7751	16.8844	16.8601	16.7022	16.6901
27	31.68	31.76	33.25	33.34	35.21	35.30	17.3166	17.2802	17.0251	17.1344	17.1101	16.9522	16.9401
28	32.02	32.11	33.57	33.66	35.57	35.66	17.5666	17.5302	17.2751	17.3844	17.3601	17.2022	17.1901
29	32.38	32.47	33.93	34.02	35.93	36.03	17.8566	17.8202	17.5651	17.6744	17.6501	17.4922	17.4801

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule

Pay Level	IE	IE	IE	IE	IE	IE	IF	IF	IF	IF	IF	IF	IF
Slot #	UA1	UA6	UB6	UC1	UB1	UC6	UA2	UA4	UA7	UB4	UB2	UC2	UC4
Desc	+ Degree	+ Degree	+60 Hours	+PPP	+60 Hours	+PPP	+ Degree	+ Degree	+ Degree	+60 Hours	+60 Hours	+PPP	+PPP
Change to Base	750.00	375.00	250.00	250.00	500.00	125.00	750.00	750.00	375.00	500.00	500.00	250.00	250.00
Days	187	182	182	187	187	182	187	196	182	196	187	187	196
Hours/Day	7.00	3.50	3.50	7.00	7.00	3.50	7.00	7.50	3.50	7.50	7.00	7.00	7.50
Hours*Days	1309.00	637.00	637.00	1309.00	1309.00	637.00	1309.00	1470.00	637.00	1470.00	1309.00	1309.00	1470.00
Addl Per Hr	0.5730	0.5887	0.3925	0.1910	0.3820	0.1962	0.5730	0.5102	0.5887	0.3401	0.3820	0.1910	0.1701
Exp. Step													
0	11.1630	11.1787	10.9825	10.7810	10.9720	10.7862	11.6930	11.6302	11.7087	11.4601	11.5020	11.3110	11.2901
1	11.1630	11.1787	10.9825	10.7810	10.9720	10.7862	11.6930	11.6302	11.7087	11.4601	11.5020	11.3110	11.2901
2	11.2530	11.2687	11.0725	10.8710	11.0620	10.8762	11.7830	11.7202	11.7987	11.5501	11.5920	11.4010	11.3801
3	11.3230	11.3387	11.1425	10.9410	11.1320	10.9462	11.8430	11.7802	11.8587	11.6101	11.6520	11.4610	11.4401
4	11.4230	11.4387	11.2425	11.0410	11.2320	11.0462	11.9430	11.8802	11.9587	11.7101	11.7520	11.5610	11.5401
5	11.4230	11.4387	11.2425	11.0410	11.2320	11.0462	11.9430	11.8802	11.9587	11.7101	11.7520	11.5610	11.5401
6	11.4230	11.4387	11.2425	11.0410	11.2320	11.0462	11.9430	11.8802	11.9587	11.7101	11.7520	11.5610	11.5401
7	11.5830	11.5987	11.4025	11.2010	11.3920	11.2062	12.1030	12.0402	12.1187	11.8701	11.9120	11.7210	11.7001
8	11.7730	11.7887	11.5925	11.3910	11.5820	11.3962	12.2730	12.2102	12.2887	12.0401	12.0820	11.8910	11.8701
9	11.9530	11.9687	11.7725	11.5710	11.7620	11.5762	12.4630	12.4002	12.4787	12.2301	12.2720	12.0810	12.0601
10	12.1730	12.1887	11.9925	11.7910	11.9820	11.7962	12.6530	12.5902	12.6687	12.4201	12.4620	12.2710	12.2501
11	12.4130	12.4287	12.2325	12.0310	12.2220	12.0362	12.8630	12.8002	12.8787	12.6301	12.6720	12.4810	12.4601
12	12.6230	12.6387	12.4425	12.2410	12.4320	12.2462	13.0830	13.0202	13.0987	12.8501	12.8920	12.7010	12.6801
13	12.8530	12.8687	12.6725	12.4710	12.6620	12.4762	13.2930	13.2302	13.3087	13.0601	13.1020	12.9110	12.8901
14	13.1130	13.1287	12.9325	12.7310	12.9220	12.7362	13.4930	13.4302	13.5087	13.2601	13.3020	13.1110	13.0901
15	13.3330	13.3487	13.1525	12.9510	13.1420	12.9562	13.7730	13.7102	13.7887	13.5401	13.5820	13.3910	13.3701
16	13.5930	13.6087	13.4125	13.2110	13.4020	13.2162	14.0330	13.9702	14.0487	13.8001	13.8420	13.6510	13.6301
17	13.8330	13.8487	13.6525	13.4510	13.6420	13.4562	14.2730	14.2102	14.2887	14.0401	14.0820	13.8910	13.8701
18	14.0930	14.1087	13.9125	13.7110	13.9020	13.7162	14.5230	14.4602	14.5387	14.2901	14.3320	14.1410	14.1201
19	14.3330	14.3487	14.1525	13.9510	14.1420	13.9562	14.7530	14.6902	14.7687	14.5201	14.5620	14.3710	14.3501
20	14.5930	14.6087	14.4125	14.2110	14.4020	14.2162	15.0230	14.9602	15.0387	14.7901	14.8320	14.6410	14.6201
21	14.8630	14.8787	14.6825	14.4810	14.6720	14.4862	15.2330	15.1702	15.2487	15.0001	15.0420	14.8510	14.8301
22	15.1030	15.1187	14.9225	14.7210	14.9120	14.7262	15.4930	15.4302	15.5087	15.2601	15.3020	15.1110	15.0901
23	15.3530	15.3687	15.1725	14.9710	15.1620	14.9762	15.7430	15.6802	15.7587	15.5101	15.5520	15.3610	15.3401
24	15.6030	15.6187	15.4225	15.2210	15.4120	15.2262	16.0030	15.9402	16.0187	15.7701	15.8120	15.6210	15.6001
25	15.8530	15.8687	15.6725	15.4710	15.6620	15.4762	16.2330	16.1702	16.2487	16.0001	16.0420	15.8510	15.8301
26	16.0730	16.0887	15.8925	15.6910	15.8820	15.6962	16.4830	16.4202	16.4987	16.2501	16.2920	16.1010	16.0801
27	16.3630	16.3787	16.1825	15.9810	16.1720	15.9862	16.7330	16.6702	16.7487	16.5001	16.5420	16.3510	16.3301
28	16.6030	16.6187	16.4225	16.2210	16.4120	16.2262	16.9430	16.8802	16.9587	16.7101	16.7520	16.5610	16.5401
29	16.8830	16.8987	16.7025	16.5010	16.6920	16.5062	17.2330	17.1702	17.2487	17.0001	17.0420	16.8510	16.8301

ESP SALARY SCHEDULE 2013-14

2013-14 Schedule	1K	12	12	12	12X	13	14	14	15	16
Pay Level	U10	U83	U#2	U70	U87	U80	UX1	U01	U91	U90
Slot #	U10	U83	U#2	U70	U87	U80	UX1	U01	U91	U90
Desc	1K w Assoc	Associates	Masters	12*258/217	Bachelors	Bachelors	Bachelors	Masters	Masters	Associates
Change to Base	591.00	591.00	1477.00		1181.00	1181.00	1181.00	1477.00	1477.00	591.00
Days	187	254	217	217	254	254	254	254	254	254
Hours/Day	7.00	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.5000	7.50
Hours*Days	1309.00	1905.00	1627.50	1627.50	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00
Addl Per Hr	0.4515	0.3102	0.9075		0.6199	0.6199	0.6199	0.7753	0.7753	0.3102
Exp. Step										
0	20.6215	19.4702	20.0075	22.6200	23.2799	21.7999	23.4399	23.5953	24.9753	26.1102
1	20.6215	19.4702	20.0075	22.6200	23.2799	21.7999	23.4399	23.5953	24.9753	26.1102
2	20.7915	19.6302	20.1675	22.8100	23.4699	21.9699	23.6199	23.7753	25.1653	26.3202
3	20.9115	19.7402	20.2875	22.9600	23.5999	22.1099	23.7599	23.9153	25.3153	26.4702
4	21.1115	19.9202	20.4675	23.1700	23.8099	22.3099	23.9799	24.1353	25.5453	26.7202
5	21.1115	19.9202	20.4675	23.1700	23.8099	22.3099	23.9799	24.1353	25.5453	26.7202
6	21.1115	19.9202	20.4675	23.1700	23.8099	22.3099	23.9799	24.1353	25.5453	26.7202
7	21.3515	20.1702	20.7175	23.4700	24.0899	22.5399	24.1899	24.3453	25.7753	26.9502
8	21.6015	20.4102	20.9575	23.7500	24.3699	22.7899	24.4299	24.5853	26.0353	27.1702
9	21.8815	20.6802	21.2275	24.0700	24.7099	23.0499	24.6899	24.8453	26.2953	27.4402
10	22.1815	20.9802	21.5175	24.4200	25.0399	23.3499	24.9499	25.1053	26.5953	27.7202
11	22.4815	21.2802	21.8275	24.7900	25.3999	23.6399	25.2699	25.4253	26.8753	28.0202
12	22.8415	21.5902	22.1275	25.1400	25.7799	23.9699	25.5599	25.7153	27.2153	28.3102
13	23.1715	21.9202	22.4575	25.5400	26.1699	24.2599	25.8599	26.0153	27.5353	28.6402
14	23.5115	22.2502	22.7875	25.9300	26.5599	24.6399	26.1699	26.3253	27.8753	28.9502
15	23.8715	22.6002	23.1375	26.3500	26.9899	24.9499	26.5299	26.6853	28.2153	29.3002
16	24.2515	22.9302	23.4675	26.7400	27.3599	25.2999	26.8899	27.0453	28.5853	29.6702
17	24.6315	23.3002	23.8475	27.1900	27.8099	25.6599	27.2599	27.4153	28.9153	29.9802
18	25.0415	23.6702	24.2075	27.6200	28.2099	26.0199	27.5899	27.7453	29.2853	30.3702
19	25.3815	23.9902	24.5275	28.0000	28.6399	26.3799	27.9899	28.1453	29.6753	30.7302
20	25.7615	24.3802	24.9175	28.4600	29.0499	26.7099	28.3299	28.4853	30.0053	31.0902
21	26.1415	24.7202	25.2575	28.8700	29.4999	27.0999	28.6899	28.8453	30.3553	31.4602
22	26.5315	25.0802	25.6075	29.2800	29.8899	27.4599	29.0699	29.2253	30.7653	31.8402
23	26.8915	25.4402	25.9675	29.7100	30.3399	27.8199	29.3999	29.5553	31.0853	32.1702
24	27.2915	25.7902	26.3175	30.1300	30.7699	28.1799	29.7499	29.9053	31.4653	32.5602
25	27.6815	26.1702	26.6975	30.5800	31.1799	28.5299	30.1299	30.2853	31.8253	32.9202
26	28.0215	26.5102	27.0375	30.9800	31.6099	28.8999	30.4799	30.6353	32.1653	33.2502
27	28.4215	26.8702	27.3875	31.4000	32.0099	29.2499	30.8599	31.0153	32.5353	33.6502
28	28.8215	27.2202	27.7475	31.8300	32.4299	29.6099	31.1999	31.3553	32.8853	33.9702
29	29.1415	27.5802	28.0975	32.2400	32.8499	29.9799	31.5599	31.7153	33.2453	34.3302