# **EDUCATION STAFF PROFESSIONALS (ESP)**

# CONTRACT

## **BETWEEN**

# THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB) AND

# THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)



July 01, 2019 through June 30, 2020

Tentative Agreement, May 09, 2019 Ratified by OCEA, May 22, 2019 Ratified by OCSB, May 21, 2019 Effective July 01, 2019

> Dr. Debra Pace, Superintendent

**Apryle Jackson, OCEA President** 

Revised: May 22, 2019 Page 1 of 90

# **Table of Contents**

ARTICLE I:	RECOGNITION CLAUSE	
Section A.	Bargaining Unit Definition	5
Section B.		
ARTICLE II:	MISCELLANEOUS PROVISIONS	
Section A.		
Section B.	,	
Section C.	,	
Section D.	<b>5</b>	
Section E.		
Section F.	1 7	
Section G.		
Section H.		
Section I.	Testing Provisions	
Section J.	Uniforms	
	MANAGEMENT RIGHTS	
Section A.		
Section B.	,	
Section C.		
Section D.		
	: ASSOCIATION RIGHTS	
Section A. Section B.	5	
Section 6.		
Section C.	·	
Section E.	·	
Section E.		
Section G.	·	
	EMPLOYEE RIGHTS	
Section A.		
Section B.		
Section C.		
Section D.	•	
Section E.		
Section F.	Primary Assignment	.17
ARTICLE VI	: NEGOTÍATIOŇS	
Section A.	Ground Rules	.18
Section B.	Permissive Reopenings	.18
Section C.	Scheduled Reopenings	.18
Section D.		
ARTICLE VI	I: GRIEVANCE PROCEDURE	
Section A.		
Section B.		
Section C.	3	
ARTICLE VI		
Section A.		
ARTICLE IX		
	EMPLOYEE DISCIPLINE AND DISMISSAL	
Section A.	I e e e e e e e e e e e e e e e e e e e	
Section B.	<b>5</b>	
Section C.	,	
Section D.		
Section E.	Investigations	.27

Section F.	Representation	
Section G.	Hand Delivery	
Section H.	Absent - Mail	
Section I.	Unverifiable/Anonymous	
Section J.	Administrative Leave With Pay	
Section K.	Suspension or Reassignment Pending Investigation of Misconduct	
ARTICLE XI: F	PROBATIONARY PERIOD AND CONTRACT STATUS	
Section A.	Probationary Period	29
Section B.	Contract Status	
	EVALUATIONS	
Section A.	Purpose	
Section B.	Process	
Section C.	Performance Improvement Plans	
ARTICLE XIII:	HOURS OF WORK	
Section A.	Normal Workday	
Section B.	Work Calendar Changes	
Section C.	Flexible Work Schedule	
Section D.	Duty Free Lunch	
Section E.	Right to Leave	
Section F.	Straight Time Pay	
Section G.	Overtime Pay	
Section H.	Paychecks	
Section I.	Mileage, Meals, and Rates Per Diem	
Section J.	Substitute Stipend	
Section K.	Election Days	
Section L.	Professional Development Day	36
	VACANCIES, TRANSFERS, AND REDUCTION IN FORCE	37
Section A.	Vacancies	
Section B.	Posting of Vacancies	
Section C.	Transfers	
Section D.	Allocation Reduction – Worksite	
Section E.	Conversion to Charter Schools	
Section F.	Reduction in Force – District	
Section G.	Layoffs	
Section H.	Cross Training and Job Shadowing	
ARTICLE XV:		
Section A.	Leave of Absence	
Section B.	Sick Leave	
Section C.	Employees' Voluntary Sick Leave Bank	
Section D.	Illness-in-the-Line-of-Duty Leave	
Section E.	Leave for Personal Reasons	
Section F.	Maternity Leave	
Section G.	Adoptive Leave	
Section H.	Jury Duty or Court Witness	
Section I.	Personal Leave	
Section J.	Family Medical Leave	
Section K.	Vacation Leave	
Section L.	Pallbearer	
Section M.	Charter School Leave	
Section N. Section O.	Natural Disaster Leave	
Section O. Section P.	Temporary Duty Elsewhere	
Section Q.	Association President Leave	
OCUIUII W.	<b>√33001011011 15310511 L5015</b>	

Revised: May 22, 2019

ARTICLE XVI: BENEFITS	51
Section A. Terminal Pay	51
Section B. Insurance	
Section C. Major Medical	52
Section D. Additional Benefits	
Section E. Deferred Retirement Option Program (DROP)	53
ARTICLE XVII: COMPENSATION AND EXPERIENCE CREDIT	54
Section A. Professional Compensation	54
Section B. Step Increases	
Section C. Unsatisfactory Evaluations	
ARTICLE XVIII: TERMS OF CONTRACT	56
Section A. Term of the Contract	
2018-19 MEMORANDUM OF UNDERSTANDING: UNION MANAGEMENT MEETINGS	
2018-19 MEMORANDUM OF UNDERSTANDING: SALARIES AND BENEFITS NEGOTIATION	
PROCESS, PROFESSIONAL SUPPORT STAFF EMPLOYEES	
2019-20 MEMORANDUM OF UNDERSTANDING: SCHOOL IMPROVEMENT GRANT 1003(G	,
COHORT 4 (SIG4), PROFESSIONAL SUPPORT STAFF EMPLOYEES	60
BARGAINING TEAM	
APPROVAL OF PARTIES	
APPENDIX A: GRIEVANCE FORM	66
APPENDIX B: EVALUATION	
APPENDIX C: PROFESSIONAL IMPROVEMENT PLAN	69
APPENDIX D: 2018-19 SALARY SCHEDULE	70
APPENDIX E: EDUCATION SUPPORT PROFESSIONALS (ESP) SUPPLEMENTS	79
Employee Recruitment Incentive Supplement	79
APPENDIX F: Cross Training Professional Growth Plan	80
NDEX	
Non-Discrimination Notice	
Principles of Professional Conduct for the Education Profession in Florida	90

Revised: May 22, 2019 Page 4 of 90

#### **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/Truancv 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 Research Specialist, Safe Schools/Healthy Student, Transition Management. Specialist, Safe Schools/Healthy Student Community -Based Family Liaison, Safe Schools/Healthy Student Evaluation Data Assistant, Safe Schools/Healthy Students Schools-Board Family Assistant, Secretary I, Secretary II, Senior Accounting Clerk, Senior Buyer, Senior Work Order Clerk, Social Services Assistant, Student Advocate Specialist, Student Placement Technician, Student Records Clerk, Student Services Records Clerk, Student Support Specialist, Student Support Technician, Technical Services Cataloger, Technology Production Specialist, Testing Specialist, Testing Technician, Title I Migrant Recruiter, Title I Parent Liaison, Title Liaison, Voluntary Pre-kindergartner Paraprofessional, Voluntary Prekindergarten Extended Day Assistant, Voluntary Prekindergarten Lead Paraprofessional, Worker Order Clerk-Transportation.

**Revised: May 22, 2019** Page **5** of **90** 

#### 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.

Revised: May 22, 2019 Page 6 of 90

#### ARTICLE II: MISCELLANEOUS PROVISIONS

#### Section A. Dignity and Professional Ethics

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

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

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

# Section C. Safety and Health Program

- 1. The Board shall be responsible for providing a safe 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.
- 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.

**Revised: May 22, 2019** Page **7** of **90** 

#### 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:

- 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 midriff, transparent or translucent, or excessively tight) shall not be worn.
- 2. Pants or shorts with belt loops which are visible must be worn with a belt so that the waistband is at the waist and not below.
- 3. The hem of skirts or dresses must be no shorter than mid-thigh.
- 4. Employees may also wear sandals provided they do not interfere with safety or job requirements. Flip-flops may not be worn.
- 5. Employee dress should not interfere with the work environment or present safety concerns.

Revised: May 22, 2019 Page 8 of 90

#### 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 \$100 or in an amount no less than the safety shoe payment for employees within the Teamsters bargaining unit and the terms of their respective collective bargaining agreement, whichever amount is greater. All safety shoes must meet OSHA standards.

#### Section I. Testing Provisions

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

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

Revised: May 22, 2019 Page 9 of 90

#### Section J. Uniforms

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

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

Revised: May 22, 2019 Page 10 of 90

#### **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.

Revised: May 22, 2019 Page 11 of 90

#### 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.

Revised: May 22, 2019 Page 12 of 90

#### **ARTICLE IV: ASSOCIATION RIGHTS**

#### Section A. Access Rights

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

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

#### Section B. Posting of Notices

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

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

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

Revised: May 22, 2019 Page 13 of 90

#### 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

- 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.

Revised: May 22, 2019 Page 14 of 90

#### Section F. Payroll Dues Deduction

- The Board shall deduct from the pay of each ESP all membership dues of the Osceola County Education Association, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the employees.
- 2. Prior to July 1, the Association will notify the District of the specific amount of dues deduction. Such dues shall remain constant for the fiscal year (July 1 to June 30).
- 3. Any ESP may authorize dues deduction by presenting an authorization card to the Board. The amount deducted will be as listed on the authorization until such authorization is modified or revoked by the employee.
- 4. Authorization for dues deduction shall be in force until revoked in writing by the member to the Board and the Association. The revocable authorization for dues deduction will be effective thirty (30) working days from the date the written request is received by the Board.
- 5. All dues deduction by the Board shall be remitted to the individual designated in writing by the President of the Association within 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.

Revised: May 22, 2019 Page 15 of 90

#### **ARTICLE V: EMPLOYEE RIGHTS**

## Section A. Right to Engage in Activities

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

## Section B. Employee Privacy Rights

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

# Section C. Physical Examinations

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

## Section D. Fingerprinting

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

#### Section E. Board Reimbursement

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

- 1. breaking up a fight
- 2. protecting students or other employee(s) from physical harm or injury
- 3. assault and/or battery occurring on 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

**Revised: May 22, 2019** Page **16** of **90** 

administrator as soon as the damage is discovered. If an administrator requests a police report, the employee shall comply. Every effort will be made to reimburse employees within sixty days of submitting the required paperwork.

## Section F. Primary Assignment

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

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

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

**Revised: May 22, 2019** Page **17** of **90** 

#### **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.
- 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.

Revised: May 22, 2019 Page 18 of 90

#### Section D. Publication of Contract

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

Revised: May 22, 2019 Page 19 of 90

#### **ARTICLE VII: GRIEVANCE PROCEDURE**

#### Section A. Grievance

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

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

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

#### Section B. General Provisions

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

Administrative Channel -

- (1) Principal or other supervisor
- (2) Chief Human Resource Officer
- (3) Superintendent or Designee
- 1. Unit employees shall have the right to call upon any representative(s) to aid and assist in any level(s) of the grievance procedure. The grievant, his representative, and the Association shall have the right to be present at any and all levels.
- 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.

**Revised: May 22, 2019** Page **20** of **90** 

- 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

Revised: May 22, 2019 Page 21 of 90

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.

Revised: May 22, 2019 Page 22 of 90

#### 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.

Revised: May 22, 2019 Page 23 of 90

- 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.

Revised: May 22, 2019 Page 24 of 90

# **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.

Revised: May 22, 2019 Page 25 of 90

#### 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.

Revised: May 22, 2019 Page 26 of 90

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

Revised: May 22, 2019 Page 27 of 90

#### 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.

**Revised: May 22, 2019** Page **28** of **90** 

#### ARTICLE XI: PROBATIONARY PERIOD AND CONTRACT STATUS

#### Section A. Probationary Period

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

**Revised: May 22, 2019** Page **29** of **90** 

#### Section B. Contract Status

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

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

**Revised: May 22, 2019** Page **30** of **90** 

- f. If the employee wished to contest the Superintendent's recommendation, he/she must, within fifteen (15) days, notify in writing their request for a hearing.
- g. Within sixty (60) days of the receipt of the appeal, the School Board must conduct a hearing. A majority of the School Board is required to sustain the Superintendent's recommendation.

Revised: May 22, 2019 Page 31 of 90

#### **ARTICLE XII: EVALUATIONS**

#### Section A. Purpose

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

#### Section B. Process

- 1. All non-probationary annual contract employees will be formally evaluated by their supervisor/administrator at least once annually in writing no later than the last week of May.
- 2. Each new and current employee shall be fully informed of the evaluation procedures, criteria, standards, and instrument to be used.
- 3. The formal evaluation will serve as a basis for discussion for recording satisfactory performance by an employee and where an employee's performance is unsatisfactory. (Attached as Appendix 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.

**Revised: May 22, 2019** Page **32** of **90** 

#### 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.
- 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.

Revised: May 22, 2019 Page 33 of 90

#### **ARTICLE XIII: HOURS OF WORK**

#### Section A. Normal Workday

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

#### Section B. Work Calendar Changes

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

#### Section C. Flexible Work Schedule

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

# Section D. Duty Free Lunch

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

# Section E. Right to Leave

An employee shall not be required to find a replacement for 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.

Revised: May 22, 2019 Page 34 of 90

#### 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.

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

#### 2. Direct Deposit

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

#### 3. End of the Year Paychecks

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

#### Section I. Mileage, Meals, and Rates Per Diem

#### 1. Employees' Privately Owned Vehicles

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

#### 2. Employees Assigned More Than One (1)

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

#### 3. Out of County Meals

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

**Revised: May 22, 2019** Page **35** of **90** 

#### 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.

#### Section K. Election Days

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

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

## Section L. Professional Development Day

One (1) Professional Development Day for bargaining unit-eligible Professional Support Staff employees shall be given per year.

**Revised: May 22, 2019** Page **36** of **90** 

#### 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 by March 1.
- A bargaining unit employee on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of 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. Transfers will not be done in an arbitrary or capricious manner.

**Revised: May 22, 2019** Page **37** of **90** 

#### Section D. Allocation Reduction – Worksite

- If there is an allocation reduction at a worksite for any reason and transfers become necessary, then transfers shall be on a voluntary basis whenever practicable. The principal shall meet with the affected departments/programs to review reductions to be made and seek volunteers to transfer. The names of the volunteers shall be given to the Human Resources department for placement.
- 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.

Revised: May 22, 2019 Page 38 of 90

#### 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

- 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.

Revised: May 22, 2019 Page 39 of 90

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

#### Section H. Cross Training and Job Shadowing

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

Revised: May 22, 2019 Page 40 of 90

#### **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.

Revised: May 22, 2019 Page 41 of 90

#### Section C. Employees' Voluntary Sick Leave Bank

#### 1. Membership

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

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

#### 2. Replenishment Contributions

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

#### 3. Administration and Governance

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

#### 4. Eligibility

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

a. All accumulated sick leave of the employee must first be expended, followed by a leave, not charged to sick; of five (5) workdays per incident.

Revised: May 22, 2019 Page 42 of 90

- 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. <u>Discontinuance of Sick Leave Bank</u>

Revised: May 22, 2019 Page 43 of 90

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.

Revised: May 22, 2019 Page 44 of 90

#### 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.

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

#### Section G. Adoptive Leave

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

#### Section H. Jury Duty or Court Witness

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

**Revised: May 22, 2019** Page **45** of **90** 

#### 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 serve as an officer in the Florida Education Association or its national affiliate; or
  - h. Leave to participate in exchange programs in the School Districts, states, territories, or countries.
- 2. The request for personal leave without pay will be approved only if the employee's immediate supervisor, the Superintendent, and the Board are satisfied that the needs of the District can be met.
- 3. An employee on personal leave without pay may maintain coverage in the following employee benefit programs provided the employee pays the full cost on a monthly basis in advance of the month due.
  - a. An employee on personal leave without pay may remain an active participant in the employee's retirement system by contributing thereto the amount necessary to continue as a member on leave, subject to the provisions of the retirement system of which the employee is a member.
  - b. An employee on personal leave without pay may maintain coverage in group insurance programs as provided in this contract provided the insurance carrier permits. The employee shall pay the premiums for such insurance programs on a monthly basis in advance of the month due.
- 4. Experience credit while on unpaid leave.
  - a. An employee on military leave shall be credited with up to four (4) years' experience on the salary schedule upon return to duty.
- 5. Upon the expiration of personal leave without pay, the employee will be placed in the first similar available position for which he/she is qualified. Upon the expiration of a personal leave granted for a period of ten (10) working days or less, the

Revised: May 22, 2019 Page 46 of 90

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

Revised: May 22, 2019 Page 47 of 90

#### 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.

- 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.

**Revised: May 22, 2019** Page **48** of **90** 

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

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

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

## Section O. Military Leave

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

**Revised: May 22, 2019** Page **49** of **90** 

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.

**Revised: May 22, 2019** Page **50** of **90** 

#### **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.

**Revised: May 22, 2019** Page **51** of **90** 

#### Section C. Major Medical

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

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

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

#### Section D. Additional Benefits

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

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

Revised: May 22, 2019 Page 52 of 90

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.

Revised: May 22, 2019 Page 53 of 90

#### 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.

Revised: May 22, 2019 Page 54 of 90

#### 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.

Revised: May 22, 2019 Page 55 of 90

#### **ARTICLE XVIII: TERMS OF CONTRACT**

#### Section A. Term of the Contract

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

Revised: May 22, 2019 Page 56 of 90

#### 2018-19 MEMORANDUM OF UNDERSTANDING: UNION MANAGEMENT MEETINGS

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

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

Therefore, be it resolved that for the 2018-19 contract year, both parties agree to the following conditions:

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

OSCEOLA COUNTY SCHOOL BOARD

SUPERINTENDENT Debra Pace

CHIEF NEGOTIATOR FOR OCSB

John Boyd

Date: September 20, 2018

OSCEOLA COUNTY EDUCATION ASSOCIATION

OCEA PRESIDENT

CHIEF NEGOTIATOR FOR OCEA

Barbara Gleason

Revised: May 22, 2019 Page 57 of 90

# 2018-19 MEMORANDUM OF UNDERSTANDING: SALARIES AND BENEFITS NEGOTIATIONS PROCESS, PROFESSIONAL SUPPORT STAFF EMPLOYEES

# MEMORANDUM OF UNDERSTANDING – 2019-20 Salaries and Benefits Negotiations Process for Professional Support Staff Employees

Whereas, the Osceola County School Board and the Osceola County Education Association believe that:

- providing competitive salaries and benefits for professional support staff employees is a priority in order to recruit and retain quality professional support staff employees;
- participating in positive salary and benefits negotiations that focus upon win-win solutions supports
  the collaborative bargaining process that both parties value;
- acting upon recommendations from our Health Insurance Benefits Committee can provide greater cost savings to the School District's Health Insurance Benefits Trust Fund; and
- participating in a variety of voluntary wellness activities can achieve improved employee health and greater cost savings for employees themselves as well as the School District's Health Insurance Benefits Trust Fund;

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

#### Salaries

- The total amount of funds available for negotiations of salary increases for professional support staff employees for the 2019-2020 school year is equal to \$700,000, or an average of a 2% salary increase.
- 2. At the conclusion of the 2019 Florida Legislative Session, if the final Florida Education Finance Program (FEFP) Conference Report results in the School District of Osceola County, Florida, receiving unrestricted, non-categorical funds greater than those proposed in the Governor's State Budget, then both parties agree to re-open salary negotiations for the 2019-2020 school year.

#### **Benefits**

- The School Board shall increase the base per employee board contribution for health insurance benefits from \$6,398 to \$6,826 for the 2019-20 Health Insurance Benefits Plan year.
- The following changes to the Health Insurance Benefits Plan Design are outlined below:
  - Adjusted premiums;
  - Adjusted deductibles;
  - Adjusted pharmacy deductibles and co-pays;
  - Adjusted Half Family Health Insurance Plan Option to receive reduced premiums where both spouses are School District employees; and
  - Voluntary Wellness Incentive Program wherein the employee may qualify for no change in their current insurance premiums and for lower deductibles.
- The above Health Insurance Benefits Plan Design changes shall be enacted during the 2019-20
  plan year, which shall begin on October 01, 2019, and these changes shall continue during
  subsequent school years until both parties agree to additional changes.

Page 1 of 2

Revised: May 22, 2019 Page 58 of 90

OSCEOLA COUNTY SCHOOL BOARD OSCEOLA COUNTY EDUCATION ASSOCIATION SUPERINTENDENT Debra Pace OCEA PRESIDENT Apryle Jackson John Leye CHIEF NEGOTIATOR FOR OCEA Barbara Gleason CHIEF NEGOTIATOR FOR OCSB Date: March 26, 2019

Revised: May 22, 2019 Page 59 of 90

Page 2 of 2

# 2019-20 MEMORANDUM OF UNDERSTANDING: SCHOOL IMPROVEMENT GRANT 1003(G) COHORT 4 (SIG4), PROFESSIONAL SUPPORT STAFF EMPLOYEES

#### MEMORANDUM OF UNDERSTANDING – 2019-20 School Improvement Grant 1003(g) Cohort 4 (SIG4), Professional Support Staff Employees

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

Whereas, both parties agree that efficient compliance with applicable state and federal laws and our collective bargaining agreement and that consistency in standards of service are priorities for School District employees, students, parents, and community members; and

Whereas, both parties agree that the School District should be encouraged to apply for significant grant opportunities that may provide additional earning opportunities for professional support staff employees; and

Whereas, the School District currently has one (1) elementary school (e.g., Central Avenue Elementary School) that most effectively meets the required criteria designated within the application for the School Improvement Grant 1003(g) Cohort 4 (SIG4);

Therefore, be it resolved that both parties agree to the following additional terms and conditions of employment pursuant to the School District's award of the School Improvement Grant 1003(g) Cohort 4 (SIG4) amount sufficient to fund strategic grant projects, deliverables, and activities at Central Avenue Elementary School:

- The School District shall comply with state and federal requirements of the grant proposal in order to
  ensure the grant's initial and continued funding during the four (4) year period of the grant.
- All current Central Avenue Elementary School professional support staff employees in good standing shall be guaranteed employment within the School District for the 2017-18 school year.

"Good standing" shall be defined as professional support staff employees who have:

- No "Development Needed" or "Unsatisfactory" final summative evaluation ratings;
- No progressive discipline above a verbal warning;
- No currently ongoing School District investigations for any complaint or wrongdoing; and
- No currently ongoing investigations, arrests, and/ or charges for violation of a local, state, or federal law.
- If the School District experiences reduced enrollment or budgetary constraints, including, but not limited to, reduction or proration of state or federal funds, the procedures for Reduction in Force (RIF) within the existing collective bargaining agreement shall also apply to any changes in staff at Central Avenue Elementary School.

Page 1 of 4

Revised: May 22, 2019 Page 60 of 90

- Qualified job applicants in the following job categories shall be eligible to submit a job application for each available position at Central Avenue Elementary School in order to participate in the School Improvement Grant 1003(g) Cohort 4 (SIG4) projects, activities, and opportunities for additional compensation if hired:
  - All current Central Avenue Elementary School employees;
  - All current School District professional support staff employees; and
  - Applicants who are outside the School District.
- In order to facilitate and support the Transformation Model process for Central Avenue Elementary School, the OCEA President or designee may be present as an observer during:
  - interviews of current employees who are OCEA members and who apply for positions at Central Avenue Elementary School; and
  - meetings with current employees who are OCEA members and who are required to transfer to other worksites.
- All current Central Avenue Elementary School professional support staff employees in good standing, who are not hired to continue their employment with the School District at Central Avenue Elementary School, shall be placed in a similar position at a worksite within the School District.
- In order to comply with the terms of the School Improvement Grant 1003(g) Cohort 4 (SIG4), as a condition of employment, each professional support staff employee who is hired for a position at Central Avenue Elementary School must sign a letter of commitment in which the employee agrees to:
  - participate in professional development (including, but not limited to training sessions and professional learning communities);
  - participate in family/ community involvement activities
  - work up to fourteen (14) hours per contract year beyond regular contractual hours for the purpose
    of required family/ community involvement activities; and
  - provide higher-level performance in order to be eligible for additional compensation above the employee's contractual rate of pay.
- Professional development (including, but not limited to training sessions and professional learning communities) and parent/ community involvement activities specific to the projects, deliverables, and activities of this grant may occur during or beyond the regular contractual workday and during the summer months.
- The School District provides the following assurances for each professional support staff employee who is hired for a position at Central Avenue Elementary School:
  - The regular contractual workday for professional support staff employees shall remain the same as the employee's current regular contractual workday (e.g., 7 hours, 7.5 hours, etc.);
  - The regular contractual workweek for professional support staff employees shall remain 37.5 hours;

Page 2 of 4

Revised: May 22, 2019 Page 61 of 90

- Professional support staff employees shall receive their contractual rate of pay for any required meetings and/ or required family/ community involvement activities that are scheduled beyond the regular contractual workday and beyond the commitment of fourteen (14) hours;
- The maximum number of any required professional development activities beyond the regular contractual workday shall be no more than one (1) additional Pre-Planning Day per school year;
- The maximum number of any required family/ community involvement activities beyond the regular contractual workday shall be no more than one (1) per month or eight (8) per school year;
- Mid-year transfer requests may be considered but shall not be guaranteed since mid-year transfers disrupt student learning; both the Assistant Superintendent for Elementary Curriculum and Instruction and the school principal must approve mid-year transfer requests;
- If a professional support staff employee leaves Central Avenue Elementary School prior to the
  end of the four (4) years of the period of the grant, the employee shall not be required to repay
  any additional compensation the employee may have received prior to the date of transfer,
  resignation, or retirement, etc.; and
- "Higher-level performance" shall be defined as a final summative evaluation rating of "Satisfactory" or "Strength."
- Professional support staff employees who are hired for positions at Central Avenue Elementary School and who successfully participate in the completion of the School Improvement Grant 1003(g) Cohort 4 (SIG4) projects, deliverables, and activities shall be eligible to earn additional compensation up to \$4250 above the employee's contractual rate of pay over the five (5) years of the period of the grant according to the following terms:
  - Performance Bonus = \$2500 to be paid in whole or in part no earlier than after the completion of Year 03 [2019-20] and the remainder no later than after the completion of Year 04 [2020-21]
- Bonuses shall be paid as supplements for retirement purposes where permissible within the terms of the grant.
- If a professional support staff employee, who is hired for a position at CAES, earns a final summative
  evaluation rating of "Needs Improvement" or "Unsatisfactory," then the professional support staff
  employee shall retain current contractual rights for transfer with a Professional Improvement Plan to
  a worksite other than CAES.

Page 3 of 4

Revised: May 22, 2019 Page 62 of 90

OSCEOLA COUNTY SCHOOL BOARD

SUPERINTENDENT Debra Pace

CHIEF NEGOTIATOR FOR OCSB

Date: June 21, 2018 May 09, 2019 OSCEOLA COUNTY EDUCATION ASSOCIATION

OCEA PRESIDENT Apryle Jackson

CHIEF NEGOTIATOR FOR OCEA

Barbara Gleason

Page 4 of

Revised: May 22, 2019 Page 63 of 90

# **BARGAINING TEAM**

OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA) MEMBERS											
Anne Calandrino	Uni-Serv Director	OCEA									
Susan Compton	OCEA Vice-President/ Bookkeeper	Facilities									
Barbara Gleason	Chief Negotiator/ Student Records Clerk	Osceola High School									
Apryle Jackson	President	OCEA									
Myra Schaalma	Paraprofessional	Partin Settlement Elementary									
Alfredo Torres	Media Technician	Media & Instructional Technology									

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

Martha LeBlanc	Recording Secretary/	Government & Labor Relations
Martina Lebiano	Secretary to John Boyd	(Human Resources)

Revised: May 22, 2019 Page 64 of 90

# **APPROVAL OF PARTIES**

# 2019-20 LABOR CONTRACT, SALARY AND FRINGES ACCEPTED BY THE SCHOOL BOARD AND THE OSCEOLA COUNTY EDUCATION ASSOCIATION, EDUCATION SUPPORT PROFESSIONALS (ESP)

Accepted by the	Accepted by the
School Board of Osceola County, Florida	Osceola County Education Association
11, 941,	aprileJackson
m o w	
Clarence Thacker, Chairperson of the Board	Apryle Jackson, President of the Association
50	1 11 11 1
20	1 M Carso
Dr. Debra Pace,	Susan Compton,
Superintendent	ESP Vice President of the Association
La Ray O	1 a ab
John Doyd	Barbara Dea
John Boyd, Chief Negotiator for the School Board	Barbara Gleason, Chief Negotiator of the Association
Cities Regulator for the Oction Double	one regulator of the Association
Witnesses as to the School Board	Witnesses as to the Association
January lepo-atter	Myse D Schoolma
Jack gode	Jana Calandans
0	
Tentative Agreement by Education Support F Bargaining Leadership Team (BLT):	Professionals May 09, 2019
Ratified by Osceola County Education Associ	ciation (OCEA): May 22, 2019
Ratified by Osceola County School Board (O	CSB): May 21, 2019

**Term of Contract Expiration Date:** 

Revised: May 22, 2019 Page 65 of 90

June 30, 2020

# **APPENDIX A: GRIEVANCE FORM**

	ty Education Association of Osceola County, Florida	G	Grievance #					
Name:		_ SS#:						
Supervisor: _		Work Location:						
Date:								
Applicable Co	ntract Provisions:							
Date Grievano	ce Occurred:							
Description:								
Relief Sought:								
Signature of G	Grievant:	D	Pate:					
LEVEL I	Grievant and Supervisor met to discuss issue and attempt to resolve							
	Date of Meeting:							
LEVEL II	Response by Chief Human I							
	Date Received:							
	GRANTED	D	ENIED					
	Response by the Chief Hum	an Resources Off	icer:					
Signature:	Chief Human Resources Off		Pate:					

FC-700-245

Revised: May 22, 2019 Page 66 of 90

			SS#:			
LEVEL	. III	Response by Superintendent or	Designee			
	Date R	eceived:				
	GRAN <sup>-</sup>	ΓED	DENIED			
	Respoi	nse by Superintendent:				
Signatu	ure:	Superintendent		Date:		
LEVEL	. IV	Submit to Arbitration				
	Date S	ubmitted:				
	Award	of the Arbitrator:				

SEE ATTACHMENTS

**Revised: May 22, 2019** Page **67** of **90** 

# **APPENDIX B: EVALUATION**

#### THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

PROFESSIONAL SUPPORT STAFF ASSESSMENT											
NAME Last	Fin	st			Middle	EMPLOYEE I	D NUMBER				
POSITION		_	SCH	OOT T	DEPARTMENT		DATE				
rosition			JCH	OOL	DEFARIMENT		/ /				
PRINCIPAL/ADMINISTRATOR NA	ME		OTH	ER(S)	HAVING INPUT IN THIS ASSESS	MENT	PROBATION ANNUAL				
				_ `_							
EVALUATION RATINGS											
For the Performance Factors listed   When assessing each factor, apply t											
FC-710-1959 must be attached.)					()	,	•				
<ol> <li>STRENGTH</li> </ol>					pact on results						
2. SATISFACTORY					y meets expectations						
3. DEVELOPMENT NEED 4. UNSATISFACTORY	DED				crease present effectiveness to m le room for improvement; negativ	-	_				
4. CHOMISTACIONI					PERFORMANCE	ve inpact on i	230213				
				JOB	LEKTOKMANCE						
PERFORMANCE FACTORS	1	2	3	4	COMMENTS: Use additional page	es as necessary t	o explain rating				
JOB KNOWLEDGE: Has the			-								
knowledge to do job effectively and stays abreast of changes.	$  \sqcup  $	$  \sqcup  $	$  \Box  $	╽Ш							
QUALITY/QUANTITY OF WORK:											
Accuracy, timely performance and thoroughness of work product											
INTERACTION: Interacts in a											
positive way with others.	$  \sqcup  $	ш	╵	╽╙							
WORK ATTITUDE: Strong positive	П		П	П							
attitude – supports and helps others	Ш	ш	ഥ	Ш							
PUNCTUALITY/ATTENDANCE: Reports and leaves work on time –	$ \Box$	-	-	$  \neg  $	l ——						
Works scheduled hour/days.	╵╙	lu	lu	╵╜							
SAFETY: Maintains safe work											
area and practices			$\Box$								
RESPONSIBILITY: Accepts											
responsibility for actions and assignments	$  \sqcup  $	$  \sqcup  $	$  \sqcup  $	╵╙							
APPROPRIATE DRESS FOR JOB:											
Attire is consistent with policy and employee safety		ш									
ADAPTABILITY/FLEXIBILITY:											
Able to adapt to changing											
responsibilities and conditions											
				\$	SIGNATURES						
This Assessment has been discussed			ab1		Target with the section	□ T.di	with the centrate				
This Assessment has been discussed I understand that I have 10 days to a						_					
The state of the s	- Poli					and believe					
Principal/Administrator Signature			Dat	e	Employee Signature		Date				
L											

Original with signatures: Professional Development Copies: Worksite, Employee

An Equal Opportunity Agency

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

# **APPENDIX C: PROFESSIONAL IMPROVEMENT PLAN**

#### THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

		AL SUPPORT STAFF IMPROVEMENT PLAN		
Name:			Social Secur Number:	rity -
Position Title:	School/Dept:		Date	
Principal/Administrator Name	Other(s) having input	in this plan	Probation	Annual
Planning Date	Review Date(s):		Completion	Date
	//		/	
			ТСТИКСТ	
	ASSISTA	NCE OFFERED		
Deter	TIMELINE	OR ATTAINMENT		
Date:/	FINA	L REVIEW		
□ OBJECTIVE	ACCOMPLISHED	☐ OBJECTIVE NOT A	CCOMPLISHED	
COMMENTS:				
NOTE TO EMBLOVEE: Non-com			naat vans aantinua	damalarmant
	phanee with the accon	iphisiunent of this plan may in	ipact your continuo	a employment.
PLANNING	,			,
Principal/Administrator Signature	Date	Employee	Signature	Date
FINAL REVIEW				
Principal/Administrator Signature	PROFESSIONAL IMPROVEMENT PLAN  e:		Signature	/Date

An Equal Opportunity Agency

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

Revised: May 22, 2019 Page 69 of 90

# APPENDIX D: 2018-19 SALARY SCHEDULE

ESP SALARY SCHEDULE 2019-20

2019-20 Schedule Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr	1D U06 196/7	1D U37 190/3.5	1D U02 196/5	1D U07 196/7.5	1D U43 254/7.5	1E U58 188/7.5	1E U04 188/7	1E U57 188/3.5	1E U08 188/5	1E U20 188/5.75	1E U68 196/5	1E U69 196/7.5	1E U52 254/6	1E U54 254/7.5
Exp. Step														
0	12.3558	12.5108	12,4141	12.3461	12.3350	11.6318	11.6420	11.7940	11.7028	11.6750	11.6941	11.6261	11.6212	11.6150
1-7	12.5558	12.7108	12.6141	12.5461	12.5350	11.8318				11.8750			11.8212	11.8150
8	12.6458	12.8008	12.7041	12.6361	12.6250	11.9218	11.9320	12.0840	11.9928	11.9650	11.9841	11.9161	11.9112	11.9050
9	12.7058	12.8608	12.7641	12.6961	12.6850	11.9918	12.0020	12.1540	12.0628	12.0350	12.0541	11.9861	11.9812	11.9750
10	12.8158	12.9708	12.8741	12.8061	12.7950	12.0918	12.1020	12.2540	12.1628	12.1350	12.1541	12.0861	12.0812	12.0750
11	12.8158	12.9708	12.8741	12.8061	12.7950	12.0918	12.1020	12.2540	12.1628	12.1350	12.1541	12.0861	12.0812	12.0750
12	12.8158	12.9708	12.8741	12.8061	12.7950	12.0918	12.1020	12.2540	12.1628	12.1350	12.1541	12.0861	12.0812	12.0750
13	13.0058	13.1608	13.0641	12.9961	12.9950	12.2518	12.2620	12.4140	12.3228	12.2950	12.3141	12.2461	12.2412	12.2450
14	13.1858	13.3408	13.2441	13.1761	13.1750	12.4418	12.4520	12.6040	12.5128	12.4850	12.5041	12.4361	12.4312	12.4350
15	13.3758	13.5308	13.4341	13.3661	13.3650	12.6218	12.6320	12.7840	12.6928	12.6650	12.6841	12.6161	12.6112	12.6150
16	13.6058	13.7608	13.6641	13.5961	13.6050	12.8418	12.8520	13.0040	12.9128	12.8850	12.9041	12.8361	12.8312	12.8350
17	13.8458	14.0008	13.9041	13.8361	13.8350	13.0818	13.0920	13.2440	13.1528	13.1250	13.1441	13.0761	13.0712	13.0750
18	14.0858	14.2408	14.1441	14.0761	14.0750	13.2918				13.3350			13.2812	13.2850
19	14.3158	14.4708	14.3741	14.3061	14.3150	13.5218				13.5650			13.5112	13.5350
20	14.5958	14.7508	14.6541	14.5861	14.5950	13.7818		13.9440		13.8250			13.7712	13.7750
21	14.8658	15.0208	14.9241	14.8561	14.8650	14.0018				14.0450			13.9912	13.9950
22	15.1158	15.2708	15.1741	15.1061	15.1250	14.2618				14.3050			14.2512	14.2650
23	15.3758	15.5308	15.4341	15.3661	15.3750	14.5018		14.6640		14.5450			14.4912	14.4950
24	15.6458	15.8008	15.7041	15.6361	15.6450	14.7618				14.8050			14.7512	14.7650
25	15.8758	16.0308	15.9341	15.8661	15.8750	15.0018				15.0450			14.9912	15.0050
26	16.1658	16.3208	16.2241	16.1561	16.1650	15.2618				15.3050			15.2512	15.2650
27	16.4258	16.5808	16.4841	16.4161	16.4250	15.5318		15.6940		15.5750			15.5212	15.5350
28	16.6958	16.8508	16.7541	16.6861	16.6950	15.7718		15.9340		15.8150			15.7612	15.7750
29	16.9458	17.1008	17.0041	16.9361	16.9450	16.0218		16.1840		16.0650			16.0112	16.0150
30	17.2358	17.3908	17.2941	17.2261	17.2350	16.2718		16.4340		16.3150			16.2612	16.2750
31	17.4858	17.6408	17.5441	17.4761	17.4850	16.5218				16.5650			16.5112	16.5250
32	17.7658	17.9208	17.8241	17.7561	17.7650	16.7418				16.7850			16.7312	16.7450
33	18.0158	18.1708	18.0741	18.0061	18.0150	17.0318				17.0750			17.0212	17.0350
34	18.2658	18.4208	18.3241	18.2561	18.2750	17.2718		17.4340		17.3150			17.2612	17.2750
35	18.5558	18.7108	18.6141	18.5461	18.5650	17.5518	17.5620	17.7140	17.6228	17.5950	17.6141	17.5461	17.5412	17.5550

Board Approved 5.21.19

Revised: May 22, 2019 Page 70 of 90

#### ESP SALARY SCHEDULE 2019-20

2019-20 Schedule Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr	1F U59 188/3.5	1F U05 188/7	IF U71 196/7.5	1K U27 188/7	1KA U34 188/7	1KB U42 188/7	2 U19 196/7.5	2 U72 217/7.5	2 U95 242/3.5	2 U15 254/7.5	3 U33 196/7.5	3 U22 217/7.5	3 U16 254/7.5	4 U31 196/7.5
Exp. Step														
0	12.3240	12.1720	12.1561	21.2220	21.9920	22.7820	14.0561	14.0429	14.1861	14.0550	14.2761	14.2629	14.2750	14.7361
1-7	12.5240	12.3720	12.3561	21.4220				14.2429					14.4750	14.9361
8	12.6140	12.4620	12.4461	21.5920	22.3620	23.1520	14.3661	14.3529	14.4961	14.3650	14.5761	14.5629	14.5750	15.0461
9	12.6740	12.5220	12.5061	21.7120	22.4820	23.2820	14.4361	14.4229	14.5761	14.4450	14.6561		14.6550	15.1261
10	12.7740	12.6220	12.6061	21.9120	22.6720	23.4920	14.5561	14.5429	14.6861	14.5550	14.7861	14.7729	14.7850	15.2561
11	12.7740	12.6220	12.6061					14.5429					14.7850	15.2561
12	12.7740	12.6220	12.6061					14.5429				14.7729	14.7850	15.2561
13	12.9340	12.7820	12.7661	22.1520				14.7129		14.7250		14.9429		15.4461
14	13.1040	12.9520	12.9361			24.0020			15.0461		15.1461		15.1550	
15	13.2940	13.1420	13.1261	22.6820	23.4720	24.2720	15.0861	15.0729	15.2261	15.0950	15.3561	15.3429	15.3650	15.8261
16	13.4840	13.3320	13.3161	22.9820				15.3129				15.5629	15.5850	
17	13.6940	13.5420	13.5261					15.5229			15.8061	15.7929	15.8150	
18	13.9140	13.7620	13.7461							15.7750		16.0529	16.0750	
19	14.1240	13.9720	13.9561		24.7720					15.9950			16.3250	
20	14.3240	14.1720	14.1561					16.2129					16.5850	
21	14.6040	14.4520	14.4361	24.6720				16.4529					16.8650	17.3361
22	14.8640	14.7120	14.6961	25.0520		26.6620		16.7029		16.7250			17.1050	
23	15.1040	14.9520	14.9361		26.2320				17.1561		17.3761	17.3629	17.3850	
24	15.3540	15.2020	15.1861	25.8420				17.2529					17.6250	18.1861
25	15.5840	15.4320	15.4161					17.5029					17.9150	18.4061
26	15.8540	15.7020	15.6861					17.7829					18.1850	
27	16.0640	15.9120	15.8961		27.7420			18.0329		18.0550		18.3829	18.4350	
28	16.3240	16.1720	16.1561				18.3361			18.3550			18.7150	
29	16.5740	16.4220	16.4061	27.6920	28.5120			18.5829		18.6050		18.9129	18.9450	
30	16.8340	16.6820	16.6661					18.8329					19.2450	
31	17.0640	16.9120	16.8961					19.1129					19.4850	
32	17.3140	17.1620	17.1461					19.3329					19.7650	
33	17.5640	17.4120	17.3961			30.8120			19.7861		19.9961	19.9829	20.0150	
34	17.7740	17.6220	17.6061	29.6220		31.2020				19.9250			20.2850	
35	18.0640	17.9120	17.8961	29.9420	30.7620	31.5720	20.1561	20.1429	20.2961	20.1650	20.5261	20.5129	20.5450	21.1961

Board Approved 5.21.19

#### ESP SALARY SCHEDULE 2019-20

2019-20 Schedule Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr	4 U26 217/7.5	4 U17 254/7.5	5 U18 254/7.5	6 U21 254/7.5	7 U50 196/7.5	7 U44 254/7.5	8 U73 196/7.5	8 U75 217/7.5	8 U76 231/7.5	8 U24 254/7.5	9 U94 217/7.5	9 U74 231/7.5	9 U25 254/7.5	10 U49 188/7.5
Exp. Step														
0	14.7229	14.7350	15.0650	15.4250	16,1061	16.0750	16.4361	16.4229	16.4154	16.4450	16.8029	16.7954	16.8250	17.2320
1-7	14.9229	14.9350	15.2650	15.6250	16.3061	16.2750	16.6361	16.6229	16.6154	16.6450	17.0029	16.9954	17.0250	17.4320
8	15.0329	15.0450	15.3850	15.7350	16.4261	16.3950	16.7661	16.7529	16.7454	16.7750	17.1229	17.1154	17.1450	17.5620
9	15.1129	15.1250	15.4750	15.8150	16.5161	16.4850	16.8561	16.8429	16.8354	16.8650	17.2329	17.2254	17.2550	17.6520
10	15.2429	15.2650	15.5950	15.9450	16.6561	16.6250	17.0061	16.9929	16.9854	17.0150	17.3829	17.3754	17.4050	17.8020
11	15.2429	15.2650	15.5950	15.9450	16.6561	16.6250	17.0061	16.9929	16.9854	17.0150	17.3829	17.3754	17.4050	17.8020
12	15.2429	15.2650	15.5950	15.9450	16.6561	16.6250	17.0061	16.9929	16.9854	17.0150	17.3829	17.3754	17.4050	17.8020
13	15.4329	15.4450	15.7750	16.1350	16.8461	16.8150	17.1761	17.1629	17.1554	17.1950	17.5529	17.5454	17.5850	18.0020
14	15.6129	15.6350	15.9550	16.3350	17.0361	17.0050	17.3761	17.3629	17.3554	17.3850	17.7529	17.7454	17.7750	18.1920
15	15.8129	15.8350	16.1650	16.5350	17.2361	17.2050	17.5761	17.5629	17.5554	17.5950	17.9629	17.9554	17.9850	18.3920
16	16.0529	16.0750	16.3950	16.7450	17.4561	17.4250	17.7961	17.7829	17.7754	17.8150	18.1829	18.1754	18.2050	18.6520
17	16.2929	16.3150	16.6350	17.0250	17.6861	17.6550	18.0461	18.0329	18.0254	18.0550	18.3929	18.3854	18.4450	18.8920
18	16.5229							18.2529					18.7050	19.1420
19	16.8129							18.5229					18.9250	19.4120
20								18.7929					19.1850	
21	17.3229	17.3550	17.6550	18.0250	18.7261	18.6950	19.0761	19.0629	19.0554	19.0950	19.4429	19.4354	19.4650	19.9520
22	17.5829	17.6150	17.9350	18.2850	18.9561	18.9250	19.3461	19.3329	19.3254	19.3650	19.7229	19.7154	19.7550	20.2320
23	17.8929	17.9150	18.2150	18.5750	19.2761	19.2450	19.6561	19.6429	19.6354	19.6750	19.9829	19.9754	20.0150	20.5020
24	18.1729							19.9029					20.2950	
25								20.1729						
26	18.7129							20.4529						
27	18.9429	18.9850						20.6929						
28	19.2629	19.2850						20.9929						
29	19.5029							21.2729						
30	19.7829							21.5529						
31	20.0829							21.8329						
32								22.1329						
33	20.6129							22.3629						
34	20.8729							22.6529						
35	21.1829	21.2150	21.4950	21.8550	22.5861	22.5550	22.9261	22.9129	22.9054	22.9450	23.2729	23.2654	23.3250	23.8120

Board Approved 5.21.19

2019-20 Schedule Pay Level Slot # Desc Change to Base Days Hours/Day Hours*Days Addl Per Hr	10 U77 217/7.5	10 U45 231/7.5	10 U79 254/4.5	10 U28 254/7.5	10A U40 254/7.5	10B U51 254/7.5	10C U41 254/7.5	10D U93 254/7.5	10X U47 254/7.5	11 U55 196/7.5	11 U29 254/7.5	11X U48 254/7.5	12 U56 196/7.5	12 U78 217/7.5
Exp. Step														
0	17.2129	17.2054	17.3050	17.2350	17.6650	17.8950	18.4050	18.4850	21.8250	18.5661	18.5850	21.9450	20.1361	20.1229
1-7	17.4129	17.4054										22.1450		
8	17.5429	17.5354										22.3150		
9	17.6329	17.6254	17.7250	17.6550	18.1050	18.3250	18.8550	18.9350	22.3150	19.0061	19.0350	22.4350	20.6161	20.6029
10	17.7829	17.7754										22.6250		
11	17.7829	17.7754										22.6250		
12	17.7829	17.7754										22.6250		
13	17.9829	17.9754										22.9050		
14	18.1729	18.1654										23.1750		
15	18.3729	18.3654										23.4950		
16	18.6329	18.6254										23.7950		
17	18.8729	18.8654										24.1450		
18	19.1229	19.1154										24.5050		
19	19.3929	19.3854										24.8450		
20	19.6729	19.6654										25.2550		
21	19.9329	19.9254										25.6350		
22	20.2129	20.2054										26.0750		
23	20.4829	20.4754										26.4950		
24	20.7729	20.7654										26.8950		
25	21.0329	21.0254										27.3250		
26	21.3129	21.3054										27.7350		
27	21.6029	21.5954										28.1650		
28	21.8829	21.8754										28.5850		
29	22.1629	22.1554										29.0050		
30	22.3929	22.3854										29.4550		
31 32	22.7029 22.9929	22.0954										29.8650 30.2650		
33	23.2329	23.2254										30.7050		
33 34	23.2329	23.5554										31.1250		
35		23.7854										31.5350		
33	23.7929	23.7004	23.8000	23.0300	24.2300	24.0000	24.8700	20.3030	28.7000	20.0201	20.0000	31.0300	20.4201	20.4128

2019-20 Schedule Pay Level Slot #	12 U30	12X U53	13 U32	14 U35	15 U36	16 U38	17 U39	1D UA3	1D UA5	1D U03	1D UA8	1D UB3
Desc	254/7.5	254/7.5	254/7.5	254/7.5	254/7.5	254/7.5	254/7.5	+ Degree	+ Degree	+Degree 50%	+Degree 50%	+60 Hours
Change to Base								750.00	750.00	375.00	375.00	500.00
Days								196	196	196	190	196
Hours/Day								7.00	7.50	3.75	3.50	7.00
Hours*Days								1372.00	1470.00	735.00	665.00	1372.00
Addl Per Hr								0.5466	0.5102	0.2551	0.5639	0.3644
Exp. Step												
0	20.1650	23.6650	22.1850	23.8250	25.2050	26.8050	28.6150	12.9024	12.8563	12.6012	13.0747	12.7202
1-7	20.3650	23.8650	22.3850	24.0250	25.4050	27.0050	28.8150	13.1024	13.0563	12.8012	13.2747	12.9202
8	20.5250	24.0550	22.5550	24.2050	25.5950	27.2150	29.0450	13.1924	13.1463	12.8912	13.3647	13.0102
9	20.6350	24.1850	22.6950	24.3450	25.7450	27.3650	29.2050	13.2524	13.2063	12.9512	13.4247	13.0702
10	20.8150	24.3950	22.8950	24.5650	25.9750	27.6150	29.4850	13.3624	13.3163	13.0612	13.5347	13.1802
11	20.8150	24.3950	22.8950	24.5650	25.9750	27.6150	29.4850	13.3624	13.3163	13.0612	13.5347	13.1802
12	20.8150	24.3950	22.8950	24.5650	25.9750	27.6150	29.4850	13.3624	13.3163	13.0612	13.5347	13.1802
13	21.0650	24.6750	23.1250	24.7750	26.2050	27.8450	29.7050	13.5524	13.5063	13.2512	13.7247	13.3702
14	21.3050	24.9550	23.3750	25.0150	26.4650	28.0650	29.9550	13.7324	13.6863	13.4312	13.9047	13.5502
15	21.5750	25.2950	23.6350	25.2750	26.7250	28.3350	30.2350	13.9224	13.8763	13.6212	14.0947	13.7402
16	21.8750	25.6250	23.9350	25.5350	27.0250	28.6150	30.5250	14.1524	14.1063	13.8512	14.3247	13.9702
17	22.1750	25.9850	24.2250	25.8550	27.3050	28.9150	30.8250	14.3924	14.3463	14.0912	14.5647	14.2102
18	22.4850	26.3650	24.5550	26.1450	27.6450	29.2050	31.1650	14.6324	14.5863	14.3312	14.8047	14.4502
19	22.8150	26.7550	24.8450	26.4450	27.9650	29.5350	31.4550	14.8624	14.8163	14.5612	15.0347	14.6802
20	23.1450	27.1450	25.2250	26.7550	28.3050	29.8450	31.7850	15.1424	15.0963	14.8412	15.3147	14.9602
21	23.4950	27.5750	25.5350	27.1150	28.6450	30.1950	32.1450	15.4124	15.3663	15.1112	15.5847	15.2302
22	23.8250	27.9450	25.8850	27.4750	29.0150	30.5650	32.5450	15.6624	15.6163	15.3612	15.8347	15.4802
23	24.1950	28.3950	26.2450	27.8450	29.3450	30.8750	32.8650	15.9224	15.8763	15.6212	16.0947	15.7402
24	24.5650	28.7950	26.6050	28.1750	29.7150	31.2650	33.2450	16.1924	16.1463	15.8912	16.3647	16.0102
25	24.8850	29.2250	26.9650	28.5750	30.1050	31.6250	33.6250	16.4224	16.3763	16.1212	16.5947	16.2402
26			27.2950					16.7124		16.4112	16.8847	16.5302
27	25.6150	30.0850	27.6850	29.2750	30.7850	32.3550	34.3050	16.9724	16.9263	16.6712	17.1447	16.7902
28	25.9750	30.4750	28.0450	29.6550	31.1950	32.7350	34.6950	17.2424	17.1963	16.9412	17.4147	17.0602
29	26.3350	30.9250	28.4050	29.9850	31.5150	33.0650	35.0550	17.4924	17.4463	17.1912	17.6647	17.3102
30			28.7650					17.7824		17.4812	17.9547	17.6002
31			29.1150					18.0324	17.9863	17.7312	18.2047	17.8502
32			29.4850					18.3124	18.2663	18.0112	18.4847	18.1302
33			29.8350					18.5624	18.5163	18.2612	18.7347	18.3802
34			30.1950					18.8124		18.5112	18.9847	18.6302
35	28.4750	33.4350	30.5650	32.1450	33.6750	35.2250	37.2350	19.1024	19.0563	18.8012	19.2747	18.9202

2019-20 Schedule													
Pay Level	1D	1D	1D	1E	1E	1E	1E	1E	1E	1E	1E	1F	1F
Slot #	UB5	UC3	UC5	UAl	UA9	UA6	UB6	UC1	UB1	UB7	UC6	UA2	UA4
Desc	+60 Hours	+ppp	+ppp	+ Degree	+ Degree	+ Degree	+60 Hours	+ppp	+60 Hours	+60 Hours	+ppp	+ Degree	+ Degree
Change to Base	500.00	250.00	250.00	750.00	750.00	375.00	250.00	250.00	500.00	500.00	125.00	750.00	750.00
Days	196	196	196	188	188	183	183	188	188	188	183	188	196
Hours/Day	7.50	7.00	7.50	7.00	5.00	3.50	3.50	7.00	7.00	5.75	3.50	7.00	7.50
Hours*Days	1470.00	1372.00	1470.00	1316.00	940.00	640.50	640.50	1316.00	1316.00	1081.00	640.50	1316.00	1470.00
Addl Per Hr	0.3401	0.1822	0.1701	0.5731	0.7979	0.5929	0.3968	0.1910	0.3820	0.4625	0.1952	0.5731	0.5102
Exp. Step													
0	12.6862	12.5380	12.5162	12 2151	12.5007	12.2349	12.0388	11.8330	12.0240	12.1375	11.9892	12.7451	12.6663
1-7	12.8862		12.7162	12.4151	12.7007	12.4349	12.2388	12.0330	12.2240	12.3375	12.1892	12.9451	12.8663
8	12.9762	12.8280	12.8062	12.5051	12.7907	12.5249	12.3288	12.1230	12.3140	12.4275	12.2792	13.0351	12.9563
9	13.0362		12.8662	12.5751	12.8607	12.5949	12.3988	12.1930	12.3840	12.4975	12.3492	13.0951	13.0163
10	13.1462		12.9762		12.9607	12.6949	12,4988	12.2930	12.4840	12.5975	12.4492	13.1951	13.1163
ii	13.1462	12.9980	12.9762		12.9607	12.6949	12.4988	12.2930	12.4840	12.5975	12,4492	13,1951	13,1163
12	13.1462		12.9762	12.6751	12.9607	12.6949	12.4988	12.2930	12.4840	12.5975	12,4492	13,1951	13,1163
13	13.3362	13,1880	13,1662	12.8351	13.1207	12.8549	12.6588	12.4530	12.6440	12.7575	12.6092	13.3551	13,2763
14	13.5162	13.3680	13.3462	13.0251	13.3107	13.0449	12.8488	12.6430	12.8340	12.9475	12.7992	13.5251	13.4463
15	13.7062	13.5580		13.2051	13.4907	13.2249	13.0288	12.8230	13.0140	13.1275		13.7151	13.6363
16	13.9362	13,7880	13,7662	13,4251	13,7107	13,4449	13.2488	13.0430	13.2340	13.3475	13,1992	13.9051	13.8263
17	14.1762	14.0280	14.0062	13.6651	13.9507	13.6849	13.4888	13.2830	13,4740	13.5875	13,4392	14.1151	14.0363
18	14.4162	14.2680	14.2462	13.8751	14.1607	13.8949	13.6988	13,4930	13.6840	13,7975	13.6492	14.3351	14.2563
19	14.6462	14.4980	14.4762	14.1051	14.3907	14.1249	13.9288	13.7230	13.9140	14.0275	13.8792	14.5451	14.4663
20	14.9262	14.7780	14.7562	14.3651	14.6507	14.3849	14.1888	13.9830	14.1740	14.2875	14.1392	14.7451	14.6663
21	15.1962	15.0480	15.0262	14.5851	14.8707	14.6049	14.4088	14.2030	14.3940	14.5075	14.3592	15.0251	14.9463
22	15.4462	15.2980	15.2762	14.8451	15.1307	14.8649	14.6688	14.4630	14.6540	14.7675	14.6192	15.2851	15.2063
23	15.7062	15.5580	15.5362	15.0851	15.3707	15.1049	14.9088	14.7030	14.8940	15.0075	14.8592	15.5251	15.4463
24	15.9762	15.8280	15.8062	15.3451	15.6307	15.3649	15.1688	14.9830	15.1540	15.2675	15.1192	15.7751	15.6963
25	16.2062	16.0580	16.0362	15.5851	15.8707	15.6049	15.4088	15.2030	15.3940	15.5075	15.3592	16.0051	15.9263
26	16.4962	16.3480	16.3262	15.8451	16.1307	15.8649	15.6688	15.4630	15.6540	15.7675	15.6192	16.2751	16.1963
27	16.7562	16.6080	16.5862	16.1151	16.4007	16.1349	15.9388	15.7330	15.9240	16.0375	15.8892	16.4851	16.4063
28	17.0262	16.8780	16.8562	16.3551	16.6407	16.3749	16.1788	15.9730	16.1640	16.2775	16.1292	16.7451	16.6663
29	17.2762	17.1280	17.1062	16.6051	16.8907	16.6249	16.4288	16.2230	16.4140	16.5275	16.3792	16.9951	16.9163
30	17.5662	17.4180	17.3962	16.8551	17.1407	16.8749	16.6788	16.4730	16.6640	16.7775	16.6292	17.2551	17.1763
31	17.8162	17.6680	17.6462	17.1051	17.3907	17.1249	16.9288	16.7230	16.9140	17.0275	16.8792	17.4851	17.4063
32	18.0962	17.9480	17.9262		17.6107	17.3449	17.1488	16.9430	17.1340	17.2475	17.0992	17.7351	17.6563
33	18.3462	18.1980	18.1762	17.6151	17.9007	17.6349	17.4388	17.2330	17.4240	17.5375	17.3892	17.9851	17.9063
34	18.5962	18.4480	18.4262	17.8551	18.1407	17.8749	17.6788	17.4730	17.6640	17.7775	17.6292	18.1951	18.1163
35	18.8862	18.7380	18.7162	18.1351	18.4207	18.1549	17.9588	17.7530	17.9440	18.0575	17.9092	18.4851	18.4063

2019-20 Schedule												
Pay Level Slot #	IF UA7	1F UB4	IF UB2	IF UB8	1F UC2	IF UC4	1K U10	IK Ull	1K U46	1KA U12	1KA Ul3	1KB U66
Desc		+60 Hours	+60 Hours	+60 Hours	+PPP	+PPP	lK w Assoc	lK w Bach	1K w Mast	1KA w Assoc		
Change to Base	+ Degree 375.00	500.00	500.00	500.00	250.00	250.00	591.00	1181.00	1477.00	591.00	1181.00	1KB w Assoc 591.00
Days	183	196	188	188	188	196	188	188	188	188	188	188
Hours/Day	3.50	7.50	7.00	3.50	7.00	7.50	7.00	7.00	7.00	7.00	7.00	7.00
Hours*Days	640.50	1470.00	1316.00	658.00	1316.00	1470.00	1316.00	1316.00	1316.00	1316.00	1316.00	1316.00
Addl Per Hr	0.5929	0.3401	0.3820	0.7599	0.1910	0.1701	0.4491	0.8974	1.1223	0.4491	0.8974	0.4491
Exp. Step												
0	12.7649	12.4962	12.5540	13.0839	12.3630	12.3262	21.6711	22.1194	22.3443	22.4411	22.8894	23.2311
1-7	12.9649	12.6962	12.7540	13.2839			21.8711	22.3194	22.5443	22.6411	23.0894	23.4311
8	13.0549	12.7862	12.8440	13.3739	12.6530		22.0411	22.4894	22.7143	22.8111	23.2594	23.6011
9	13.1149	12.8462	12.9040	13.4339	12.7130	12.6762	22.1611	22.6094	22.8343	22.9311	23.3794	23.7311
10	13.2149	12.9462	13.0040	13.5339		12.7762	22.3611	22.8094	23.0343	23.1211	23.5694	23.9411
11	13.2149	12.9462	13.0040	13.5339	12.8130		22.3611	22.8094	23.0343	23.1211	23.5694	23.9411
12	13.2149	12.9462	13.0040	13.5339	12.8130		22.3611	22.8094	23.0343	23.1211	23.5694	23.9411
13	13.3749	13.1062	13.1640	13.6939		12.9362	22.6011	23.0494	23.2743	23.3811	23.8294	24.1811
14	13.5449	13.2762	13.3340	13.8639	13.1430		22.8511	23.2994	23.5243	23.6211	24.0694	24.4511
15	13.7349	13.4662	13.5240	14.0539	13.3330		23.1311	23.5794	23.8043	23.9211	24.3694	24.7211
16	13.9249	13.6562	13.7140	14.2439	13.5230		23.4311	23.8794	24.1043	24.2211	24.6694	25.0411
17	14.1349	13.8662	13.9240	14.4539	13.7330		23.7311	24.1794	24.4043	24.5411	24.9894	25.3211
18	14.3549	14.0862	14.1440	14.6739	13.9530		24.0911	24.5394	24.7643	24.8711	25.3194	25.6811
19	14.5649	14.2962	14.3540	14.8839		14.1262	24.4211	24.8694	25.0943	25.2211	25.6694	25.9911
20	14.7649	14.4962	14.5540	15.0839		14.3262	24.7611	25.2094	25.4343	25.5511	25.9994	26.3511
21	15.0449	14.7762	14.8340	15.3639	14.6430		25.1211	25.5694	25.7943	25.9311	26.3794	26.7411
22	15.3049	15.0362	15.0940	15.6239	14.9030	14.8662	25.5011	25.9494	26.1743	26.3211	26.7694	27.1111
23	15.5449	15.2762	15.3340	15.8639		15.1062	25.8811	26.3294	26.5543	26.6811	27.1294	27.5011
24	15.7949	15.5262	15.5840	16.1139		15.3562	26.2911	26.7394	26.9643	27.0711	27.5194	27.8611
25	16.0249	15.7562	15.8140	16.3439		15.5862	26.6311	27.0794	27.3043	27.4711	27.9194	28.2311
26 27	16.2949 16.5049	16.0262 16.2362	16.0840 16.2940	16.6139 16.8239		15.8562 16.0662	27.0111 27.3911	27.4594 27.8394	27.6843 28.0643	27.8311 28.1911	28.2794 28.6394	28.6011 29.0111
					16.1030							
28	16.7649	16.4962	16.5540	17.0839	16.3630	16.3262	27.7811	28.2294	28.4543	28.5711	29.0194	29.4011
29	17.0149 17.2749	16.7462	16.8040 17.0640	17.3339 17.5939		16.5762 16.8362	28.1411	28.5894	28.8143	28.9611	29.4094 29.7794	29.7511
30 31	17.5049	17.0062 17.2362	17.0040	17.8239	17.1030		28.5411 28.9311	28.9894 29.3794	29.2143 29.6043	29.3311 29.7011	29.779 <del>4</del> 30.1494	30.1311 30.5411
32	17.7549	17.4862	17.5440	18.0739	17.1030		29.2711	29.7194	29.9443	30.1011	30.5494	30.9011
33	18.0049	17.7362	17.7940	18.3239	17.6030		29.8711	30.1194	30.3443	30.4811	30.9294	31.2611
34	18.2149	17.7302	18.0040	18.5339	17.8130		30.0711	30.5194	30.7443	30.8411	31.2894	31.6511
35	18.5049	18.2362	18.2940	18.8239		18.0662	30.3911	30.8394	31.0643	31.2111	31.6594	32.0211
33	10.5048	10.2302	10.2810	10.0238	10.1030	10.0002	30.3811	JU.0384	31.00	31.2111	31.0384	32.0211

2019-20 Schedule Pay Level Slot # Desc Change to Base Days Hours/Day	1KB U67 1KB w Bach 1181.00 188 7.00	11 U86 Associates 591.00 254 7.50	11 U23 Bachelors 1181.00 254 7.50	12 U83 Associates 591.00 254 7.50	12 U14 Bachelors 1181.00 254 7.50	12 U#4 Masters 1477.00 254 7.50	12 U#2 Masters 1477.00 217 7.50	12 U70 12*258/217 217 7.50	12 U#3 Bachelors 1181.00 217 7.50	12X U87 Bachelors 1181.00 254 7.50	13 U82 Associates 591.00 254 7.50
Hours*Days Addl Per Hr	1316.00	1905.00	1905.00	1905.00	1905.00	1905.00	1627.50 0.9075	1627.50	1627.50	1905.00	1905.00
Addi Fer Hi	0.8974	0.3102	0.6199	0.3102	0.6199	0.7753	0.9075		0.7257	0.6199	0.3102
Exp. Step											
0	23.6794	18.8952	19.2049	20.4752	20.7849	20.9403	21.0304	23.6429	24.3686	24.2849	22.4952
1-7	23.8794	19.0952	19.4049	20.6752	20.9849	21.1403	21.2304	23.8429	24.5686	24.4849	22.6952
8	24.0494	19.2352	19.5449	20.8352	21.1449	21.3003	21.3904	24.0329	24.7586	24.6749	22.8652
9	24.1794	19.3452	19.6549	20.9452	21.2549	21.4103	21.5104	24.1829	24.9086	24.8049	23.0052
10	24.3894	19.5052	19.8149	21.1252	21.4349	21.5903	21.6904	24.3929	25,1186	25.0149	23.2052
11	24.3894	19.5052	19.8149	21.1252	21.4349	21.5903	21.6904	24.3929	25.1186	25.0149	23.2052
12	24.3894	19.5052	19.8149	21.1252	21.4349	21,5903	21.6904	24.3929	25,1186	25.0149	23.2052
13	24.6294	19.7352	20.0449	21.3752	21.6849	21.8403	21.9404	24.6929	25.4186	25.2949	23.4352
14	24.8994	20.0052	20.3149	21.6152	21.9249	22.0803	22.1804	24.9729	25.6986	25.5749	23.6852
15	25.1694	20.2552	20.5649	21.8852	22.1949	22.3503	22.4504	25.2929	26.0186	25.9149	23.9452
16	25.4894	20.5552	20.8649	22.1852	22.4949	22.6503	22.7404	25.6429	26.3686	26.2449	24.2452
17	25.7694	20.8552	21.1649	22.4852	22.7949	22.9503	23.0504	26.0129	26.7386	26.6049	24.5352
18	26.1294	21.1752	21.4849	22.7952	23.1049	23.2603	23.3504	26.3629	27.0886	26.9849	24.8652
19	26.4394	21.5052	21.8149	23.1252	23.4349	23.5903	23.6804	26.7629	27.4886	27.3749	25.1552
20	26.7994	21.8352	22.1449	23.4552	23.7649	23.9203	24.0104	27.1529	27.8786	27.7649	25.5352
21	27.1894	22.1952	22.5049	23.8052	24.1149	24.2703	24.3604	27.5729	28.2986	28.1949	25.8452
22	27.5594	22.5352	22.8449	24.1352	24.4449	24.6003	24.6904	27.9829	28.6886	28.5649	26.1952
23	27.9494	22.9152	23.2249	24.5052	24.8149	24.9703	25.0704	28.4129	29.1386	29.0149	26.5552
24	28.3094	23.2452	23.5549	24.8752	25.1849	25.3403	25.4304	28.8429	29.5686	29.4149	26.9152
25	28.6794	23.6052	23.9149	25.1952	25.5049	25.6603	25.7504	29.2229	29.9486	29.8449	27.2752
26	29.0494	23.9852	24.2949	25.5852	25.8949	26.0503	26.1404	29.6829	30.4086	30.2549	27.6052
27	29.4594	24.3252	24.6349	25.9252	26.2349	26.3903	26.4804	30.0929	30.8186	30.7049	27.9952
28	29.8494	24.6852	24.9949	26.2852	26.5949	26.7503	26.8304	30.5029	31.2286	31.0949	28.3552
29	30.1994	25.0152	25.3249	26.6452	26.9549	27.1103	27.1904	30.9329	31.6586	31.5449	28.7152
30	30.5794	25.3852	25.6949	26.9952	27.3049	27.4603	27.5404	31.3529	32.0786	31.9749	29.0752
31	30.9894	25.7452	26.0549	27.3752	27.6849	27.8403	27.9204	31.8029	32.5286	32.3849	29.4252
32	31.3494	26.1152	26.4249	27.7152	28.0249	28.1803	28.2604	32.2029	32.9286	32.8149	29.7952
33	31.7094	26.4652	26.7749	28.0752	28.3849	28.5403	28.6104	32.6229	33.3486	33.2149	30.1452
34	32.0994	26.8252	27.1349	28.4252	28.7349	28.8903	28.9704	33.0529	33.7786	33.6349	30.5052
35	32.4694	27.1652	27.4749	28.7852	29.0949	29.2503	29.3204	33.4629	34.1886	34.0549	30.8752

2019-20 Schedule		13	14		.,	15	15	15	16	16	16	17
Pay Level Slot #	13 U80	U81	U84	14 UX1	14 U01	15 U89	15 U85	15 U91	U90	U63	16 U64	U65
Desc	Bachelors	Masters	Associates	Bachelors		Associates			Associates	Bachelors	Masters	Bachelors
Change to Base	1181.00	1477.00	591.00	1181.00	1477.00	591.00	1181.00	1477.00	591.00	1181.00	1477.00	1181.00
Days	254	254	254	254	254	254	254	254	254	254	254	254
Hours/Day	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.5000	7.50	7.50	7.50	7.50
Hours*Days	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00	1905.00
Addl Per Hr	0.6199	0.7753	0.3102	0.6199	0.7753	0.3102	0.6199	0.7753	0.3102	0.6199	0.7753	0.6199
Exp. Step												
0	22.8049	22.9603	24.1352	24,4449	24.6003	25.5152	25.8249	25.9803	27.1152	27.4249	27.5803	29.2349
1-7	23.0049	23.1603	24.3352	24.6449	24.8003	25.7152	26.0249	26.1803	27.3152	27.6249	27.7803	29.4349
8	23.1749	23.3303	24.5152	24.8249	24.9803	25.9052	26.2149	26.3703	27.5252	27.8349	27.9903	29.6649
9	23.3149	23.4703	24.6552	24.9649	25.1203	26.0552	26.3649	26.5203	27.6752	27.9849	28.1403	29.8249
10	23.5149	23.6703	24.8752	25.1849	25.3403	26.2852	26.5949	26.7503	27.9252	28.2349	28.3903	30.1049
11	23.5149	23.6703	24.8752	25.1849	25.3403	26.2852	26.5949	26.7503	27.9252	28.2349	28.3903	30.1049
12	23.5149	23.6703	24.8752	25.1849	25.3403	26.2852	26.5949	26.7503	27.9252	28.2349	28.3903	30.1049
13	23.7449	23.9003	25.0852	25.3949	25.5503		26.8249		28.1552	28.4649	28.6203	30.3249
14	23.9949	24.1503	25.3252	25.6349		26.7752			28.3752	28.6849	28.8403	30.5749
15	24.2549	24.4103	25.5852	25.8949	26.0503	27.0352	27.3449	27.5003	28.6452	28.9549	29.1103	30.8549
16	24.5549	24.7103	25.8452	26.1549		27.3352			28.9252	29.2349	29.3903	31.1449
17	24.8449	25.0003	26.1652	26.4749		27.6152			29.2252	29.5349	29.6903	31.4449
18	25.1749	25.3303	26.4552	26.7649		27.9552			29.5152	29.8249	29.9803	31.7849
19	25.4649	25.6203	26.7552	27.0649		28.2752			29.8452	30.1549	30.3103	32.0749
20	25.8449	26.0003	27.0652	27.3749		28.6152			30.1552	30.4649	30.6203	32.4049
21	26.1549	26.3103	27.4252	27.7349		28.9552			30.5052	30.8149	30.9703	32.7649
22	26.5049	26.6603	27.7852	28.0949		29.3252			30.8752	31.1849	31.3403	33.1649
23	26.8649	27.0203	28.1552	28.4649	28.6203		29.9649		31.1852	31.4949	31.6503	33.4849
24	27.2249	27.3803	28.4852	28.7949	28.9503		30.3349		31.5752	31.8849	32.0403	33.8649
25	27.5849	27.7403	28.8852	29.1949		30.4152			31.9352	32.2449	32.4003	34.2449
26	27.9149	28.0703	29.2252	29.5349		30.7452			32.2952	32.6049	32.7603	34.5949
27	28.3049	28.4603	29.5852	29.8949		31.0952			32.6652	32.9749	33.1303	34.9249
28	28.6649	28.8203	29.9652	30.2749		31.5052			33.0452	33.3549	33.5103	35.3149
29	29.0249	29.1803	30.2952	30.6049		31.8252			33.3752	33.6849	33.8403	35.6749
30	29.3849	29.5403	30.6452	30.9549		32.2052			33.7652	34.0749	34.2303	36.0249
31 32	29.7349	29.8903	31.0252	31.3349		32.5652			34.1252	34.4349	34.5903	36.3849
33	30.1049 30.4549	30.2603 30.6103	31.3752 31.7552	31.6849 32.0649		32.9052 33.2752			34.4552 34.8552	34.7649 35.1649	34.9203 35.3203	36.7549 37.1249
33 34	30.4549	30.0103	32.0952	32.4049	32.5603		33.9349		35.1752	35.4849	35.6403	37.1249
35			32.4552	32.7649		33.9852			35.5352			
33	31.1849	31.3403	32.4002	32.7049	32.8203	33.8002	34.2848	34.4003	30.0302	35.8449	36.0003	37.8549

### APPENDIX E: EDUCATION SUPPORT PROFESSIONALS (ESP) SUPPLEMENTS

<u>Type</u> <u>Amount</u>

• Paraprofessional (Juvenile Detention Center) \$ 592.00

• First Aid/ CPR [One (1) per school] \$ 500.00

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

Revised: May 22, 2019 Page 79 of 90

# **APPENDIX F: Cross Training Professional Growth Plan**

# CROSSTRAINING CHECKLIST

En En En tim	nployee's Title: nployee's Work Location: nployee's Supervisor: nployee Instructions: Pleas co	omplete this checklist with your supervisor at the appropriate items as they are completed and then sign and the form
Su	upervisor's Initials/ Employee I	nitials
1.	Approval of immediate supervis	sor for cross training in this position
2.	Review the classification specif	ication and specific qualifications:
	Tasks to be completed Deadlines to be met Frequency of completion (daily, Required meetings Expectations of proficiency	quarterly, annually, etc.)
3.	Review the structure and procincluding:	edures of the worksite and employee to be job shadowed
	Department organization chart- contact if the supervisor is not a Ordering/ Obtaining supplies Policy and procedures or handle Approval of receiving supervisor	book of worksite
4.	Discuss appropriate staff develo	opment opportunities and requirements:
	Training and Development requestions and training that and training	uirements t duties and responsibilities are covered during job shadowing
	nployee's Signature:	Date:
	entor's Signature:	Date:
อน	upervisor's Signature:	Date:

**Revised: May 22, 2019** Page **80** of **90** 

# **CROSS TRAINING PLAN**

Section 1 Employee's Name: Employee's Title: Employee's Work Location Employee's Supervisor: Assessment Period:	:		
Section 2 - Objectives		former don for	
(Job Description Responsi	Dilities to be	rocusea on to	r this period)
2.			
3.			
4.			
Section 3 - Implementation			
Mutually Agreed Upon Objective Activity	Date	Time	Outcome/ Impact of Activity
Section 4 - Performance - A		ind Results	
Completed Job Competer	ncies		
Employee Assessment of	norformanco	with example	ne .
Lilipioyee Assessment of	periormance	with example	-
Supervisor Assessment of	of performanc	e with examp	les
•	•	•	
Additional training opport	unities offere	d/needed	
	employee's p		is form shall remain at the worksite a rsonnel file until the cross training h
Employee's Signature:			Date:
Supervisor's Signature:			Date:

**Revised: May 22, 2019** Page **81** of **90** 

# <u>INDEX</u>

TOPIC	SECTION	PAGE
A		
ADOPTIVE LEAVE	XV.G	45
ANNUAL CONTRACT	XI.B	30
ANNUITY PROGRAMS	XVI.D	52
APPLICATIONS, FOR VACANCIES	XN.A	37
ARBITRATION, FEES AND EXPENSES	VII.C	21
ARBITRATION, RELEASED TIME	VII.C	21
ARBITRATION, USE OF FMCS	VII.C	21
ARBITRATOR, DECISION FINAL		
ARBITRATOR, POWER OF		
ASSAULT	II.C	7
${\tt ASSESSMENT, PROFESSIONAL\ IMPROVEMENT\ PLAN}$		
ASSESSMENT,	XII.A	32
ASSESSMENT FORMS		
ASSESSMENT, RESPONSIBILITY OF	XII.B	32
ASSESSMENT, UNSATISFACTORY/NOTICE	XII.B	32
ASSIGNMENTS	V.F	17
ASSOCIATION ACCESS TO BUILDINGS		
ASSOCIATION RIGHTS	IV	13
ASSOCIATION BULLETIN BOARD		
ASSOCIATION DEFINITION	I.A	5
ASSOCIATION EXCLUSIVE RIGHTS	I.B	6
ASSOCIATION PRESIDENT, BOARD MEETINGS		
ASSOCIATION PRESIDENT, LEAVE		
ASSOCIATION PRESIDENT, TDE		
ASSOCIATION REPRESENTATION		
ASSOCIATION REPRESENTATIVES AT SCHOOL		
ASSOCIATION USE OF ELECTRONIC EQUIPMENT	IV.B	13
В		
BARGAINING UNIT INCLUDES	I.A	5
BATTERY	II.C	7
BOARD AGENDA	IV.C	14
BOARD, DEFINITION	I.A	5
BUILDING REPRESENTATIVES MEETINGS		
BUILDING REPRESENTATIVES, BUILDING ACCESS		
BUILDINGS, USE BY ASSOCIATION	IV.A	13
BULLETIN BOARDS	IV.B	13

Revised: May 22, 2019 Page 82 of 90

CALENDAR, COMMITTEE	III.C	7
CALENDAR, WORK	XIII.B	32
CHARTER SCHOOLS, TRANSFERS	XIV.E	., XV.M 37, 48
COLLABORATIVE BARGAINING		
COMMITTEE, APPOINTMENTS	III.C	7
COMMITTEE, CALENDAR	III.C	7
COMMITTEE, MEETING NOTICE	III.C	7
COMMITTEES	III.C	7
COMPLAINTS		
CONTRACT	III.B	11
CONTRACT, ANNUAL	XI.B	30
CONTRACT, COPY OF		
CONTRACT, DATE		
CONTRACT, SHORT TERM		
COURT WITNESS		
CREDIT, EXPERIENCE, WHILE ON UNPAID LEAVE		
CREDIT, EXPERIENCE VERIFICATION		
CROSS TRAINING PROFESSIONAL GROWTH PLAN	APPENDIX F	54
D		
DAILY RATE OF PAY	XIII.F	
DATE, CONTRACTS		
DATE, DUES DEDUCTION		
DATE, NEGOTIATIONS		
DATE, PAYROLL	XIII.H	35
DATE, ASSIGNMENT		
DATE, VACANCIES FOR COMING YEAR		
DEDUCTIONS, PAYROLL (IRS SECTION 125)		
DENTAL PLAN		
DIRECT DEPOSIT		
DISABILITY INSURANCE		
DISCIPLINE		
DRESS		
DROP		_
DUES DEDUCTION		
DUES DEDUCTION, AUTHORIZATION		15
DUES DEDUCTION, AUTHORIZATION	IV.F.	
DUES DEDUCTION, DATEDUES DEDUCTION, FINES/ ASSESSMENTS	IV.F	15 1 <i>F</i>
DUES DEDUCTION, REMITTANCE		
DUES DEDUCTION, SAVE HARMLESS		
DUES DEDUCTION, SERVICE CHARGE		
DUPLICATING		
DUTY	IV.E	14

EDUCATION SUPPORT PROFESSIONALS (ESP) SUPPLEMEN	TSA	PPENDIX E	79
ELECTION DAYS	XIII	l.K	36
EMPLOYEES' VOLUNTARY SICK LEAVE BANK			
EMPLOYMENT, DAILY			
EMPLOYMENT, HOURLY			
EMPLOYMENT, OUTSIDE			
EQUIPMENT, USE OF			
EXCLUSIVITY			
EXPERIENCE, CREDIT WHILE ON UNPAID LEAVE	XV	'.l	46
EXPERIENCE VERIFICATION	XVII	I.A	54
EXPERIENCE STEP	XVII	I.A	54
F			
			_
FACILITIES	II	l.C	7
FACILITIES, MAINTENANCE SAFETY	II	I.C	7
FACILITY MAINTENANCE, HEALTH HAZARDS			
FEDERAL MEDIATION & CONCILIATION SERVICE (FMCS)			
FLORIDA STATUTES 447			
FORM, GRIEVANCE APPE	ENDIX A	١	66-67
FORM, EVAUATION APPE			
FORM, PROFESSIONAL IMPROVEMENT PLAN APPE	NDIX C	` '	69
FRINGE BENEFITS			
FRINGE BENEFITS, ANNUITY PROGRAMS	XVI	l.D	52
FRINGE BENEFITS, DENTAL PLAN	XVI	l.D	52
FRINGE BENEFITS, DISABILITY INSURANCE	XVI	l.D	52
FRINGE BENEFITS, LIABILITY INSURANCE	XVI	l.D	52
FRINGE BENEFITS, LIFE INSURANCE	XVI	I.B	51
FRINGE BENEFITS, MEDICAL INSURANCE	XVI	I.C	52
FRINGE BENEFITS, PLAN DOCUMENT CHANGES	XVI	I.C	52
,			
G			
GRIEVANCE, ADMINISTRATIVE CHANNEL			
GRIEVANCE, APPEAL DEADLINE			
GRIEVANCE, ARBITRATION			
GRIEVANCE, DAYS			
GRIEVANCE, DEFINITION			
GRIEVANCE, DOCUMENTS	VII	I.B	20
GRIEVANCE, EXTENTIONS			
GRIEVANCE, FAILURE TO RESPOND	VII	l.B	20
GRIEVANCE, FILING DEADLINE			
GRIEVANCE, FORMAPPE	ENDIX A	١	71
GRIEVANCE, LEVEL I	VII	I.C	21
GRIEVANCE, LEVEL II			
GRIEVANCE, LEVEL III			
GRIEVANCE, MEETINGS			
GRIEVANCE, PERSONNEL FILE			

GRIEVANCE, REPRESENTATION		
GRIEVANCE, PROCEDURE	VII.C	20
GRIEVANCE, REPRISALS	VII.B	20
GRIEVANCE, RESOLVING	VII.B	21
GRIEVANT, DEFINITION		
HEALTH HAZARDS	II.C	7
I		
IDENTIFICATION OF MEMBERSHIP	IV.D	19
ILLNESS, JOB-RELATED	XV.D	44
ILLNESS-IN-LINE-OF-DUTY LEAVE	XV.D	44
INJURY, JOB-RELATED	XV.D	44
INSURANCE, IN/OUT NETWORK		
INSURANCE, RETIREES		
INSURANCE COMMITTEE		
INVESTIGATIONS	X.E	27
J		
JURY DUTY OR COURT WITNESS	XV.H	45
JURY DUTY, AUTHORIZATION		
JURY DUTY, REIMBURSEMENT		
JUST CAUSE	X.A	26
L		
· <del>-</del>		
LEAVE, ADOPTIVE		
LEAVE, ILLNESS-IN-LINE-OF-DUTY		
LEAVE, MATERNITY		
LEAVE, PERSONAL WITHOUT PAY	XV.I	46
LEAVE BANK, ASSOCIATION	XV.C	42
LEAVE FOR PERSONAL REASONS	XV.E	44
LEAVE WITHOUT PAY, APPROVAL	XV.I	40
LEAVE WITHOUT PAY, COVERAGELEAVE WITHOUT PAY, DEFINITION	AV.I	40
LEAVE WITHOUT PAY, EXPERIENCE CREDIT	∧ V .I	40
LEAVES		
LEAVES OF ABSENCE, DEFINITION	Υ\/ Δ	۱ <del>۱۱</del>
LEGAL COUNSEL, ASSAULT		
LEGAL SERVICES		
LIABILITY INSURANCE		
LIFE INSURANCE		
LUNCH		

Revised: May 22, 2019

MAIL SERVICE		
MANAGEMENT RIGHTS	III	11
MASTER CONTRACT		
MASTER CONTRACT, COPIES OF	VI.D	19
MASTER CONTRACT, LEGAL MODIFICATIONS		
MASTER CONTRACT, TERM		
MATERNITY LEAVE		
MEDICAL EXPENSES		
MEDICAL INSURANCE		
MEETING, NOTICE OF DISCIPLINE	XB	26
MEETING, NOTICE OF REPRIMAND		
MEETINGS, ASSOCIATION	IV.A	13
MEETINGS, ASSOCIATION REPRESENTATIVE	IV.E	14
MEETINGS WITH EMPLOYEE	IX	25
MEMORANDUM OF UNDERSTANDING		
<ul> <li>2018-19 UNION MANAGEMENT MEETINGS</li> </ul>		
<ul> <li>2018-19 SALARIES AND BENEFITS NEGOTIATIONS</li> </ul>	PROCESS	58
<ul> <li>2019-20 SCHOOL IMPROVEMENT GRANT 1003(G)</li> </ul>		
SUPPORT STAFF EMPLOYEES		60
MILEAGE, JOB RELATED	XIII.I.	35
MILITARY EXPERIENCE, SALARY ADJUSTMENT		
MISCELLANEOUS		
N		
NEGOTIATIONS, DATE	VI.C	18
NEGOTIATIONS, EXCLUSIVITY		
NEGOTIATIONS, IMPASSE		
NEGOTIATIONS, MEETING TIME		
NEGOTIATIONS PROCEDURE		
	VI VI	10
NEW EMPLOYEE NAMES	IV.C	18
NEW EMPLOYEE NAMESNOTICE, PERSONAL LEAVE	IV.C	18 44
NEW EMPLOYEE NAMES NOTICE, PERSONAL LEAVE NOTICE, ASSESSMENT	XV.EXII.A	18 44 32
NEW EMPLOYEE NAMES		
NEW EMPLOYEE NAMES NOTICE, PERSONAL LEAVE NOTICE, ASSESSMENT NOTICE, CHANGE IN ASSIGNMENT NOTICE OF COMMITTEE MEETINGS	IV.C	
NEW EMPLOYEE NAMES NOTICE, PERSONAL LEAVE NOTICE, ASSESSMENT NOTICE, CHANGE IN ASSIGNMENT NOTICE OF COMMITTEE MEETINGS NOTICE OF DISCIPLINE		
NEW EMPLOYEE NAMES		
NEW EMPLOYEE NAMES NOTICE, PERSONAL LEAVE NOTICE, ASSESSMENT NOTICE, CHANGE IN ASSIGNMENT NOTICE OF COMMITTEE MEETINGS NOTICE OF DISCIPLINE		
NEW EMPLOYEE NAMES	IV.CXV.EXII.AV.FIII.CXBXIIV.AXIIV.AXIIV.AXIIV.BXI	

Revised: May 22, 2019 Page 86 of 90

PAYCHECK, DELIVERY	XIII.H	35
PAYMENT OF STEP		
PAYROLL DATES	XIII.H	35
PAYROLL DEDUCTIONS	IV.F	14
PAYROLL ERRORS		
PERFORMANCE IMPROVEMENT PLAN	XII.C	33
PERSONAL LEAVE CHARGED TO SICK	XV.E	44
PERSONAL LEAVE, DEFINITION (SICK)	XV.E	44
PERSONAL LEAVE, NOTIFICATION	XV.E	44
PERSONAL LEAVE, NUMBER OF DAYS	XV.E	44
PERSONAL LEAVE, REASON	XV.E	44
PERSONAL LEAVE WITHOUT PAY, DEFINITION	XV.I	46
PERSONAL PROPERTY, VANDALISM	V.E	16
PERSONNEL FILE, COMPLAINTS	VIII.A	23
PERSONNEL FILE, CONTENTS	VIII.A	23
PERSONNEL FILE, COPIES OF	VIII.A	23
PERSONNEL FILE, INSPECTION	VIII.A	23
PLAN DOCUMENT CHANGES, FRINGE BENEFITS	XVI.C	52
POLITICAL ACTIVITY	V.A	16
PRINCIPAL'S RESPONSIBILITY, EVALUATION	XII.A	32
PRIVATE LIFE		
PROFESSIONAL COMPENSATION	XVII.A	54
DEVELOPMENT DAY	XIII.L	36
DEVELOPMENT PLAN		
PROFESSIONAL HOURLY RATE, CALCULATION	XIII.F	34
PROGRESSIVE DISCIPLINE		
PUBLIC DOCUMENTS	IV.C	14
_		
R		
RECOGNITION AND DEFINITIONS	LB	6
REDUCTION IN FORCE		
REDUCTION IN FORCE, ACCEPT RECALL		
REDUCTION IN FORCE, CRITERIA		
REDUCTION IN FORCE, NOTIFICATION		
REDUCTION IN FORCE, RECALL RIGHTS		
REDUCTION IN FORCE, RETIRING EMPLOYEES		
REIMBURSEMENT FOR DAMAGE		
REPRESENTATION, ASSOCIATION		
REPRESENTATION, NOTICE OF DISCIPLINE		
REPRIMAND		
RESIGNATIONS		
RETIREMENT, INSURANCE	XVI.D	52
RETIREMENT, TERMINAL PAY	XVI.A	51
RIGHTS, EMPLOYEE		

SAFETY SHOES	II.H	9
SAFETY HAZARDS	II.C	7
SALARY AND FRINGE BENEFITS SIGNATURE PAGE		
SALARY CRITERIA	XVII.A	54
SALARY CRITERIA, EXPERIENCE VERIFICATION	XVII.A	54
SALARY CRITERIA, MILITARY EXPERIENCE	XVII.A	54
SALARY CRITERIA, WORK EXPERIENCE	XVII.A	54
SALARY SCHEDULES	APPENDIX D	70
SCHEDULES	XIII.A	34
SCHEDULING VARIATIONS	XIII.C	34
SCHOOL YEAR, LENGTH OF	XIII.B	34
SERVICE BEYOND THE REGULAR WORKING DAY	XIII.G	34
SHORT TERM CONTRACT	VI.B	29
SICK LEAVE	XV.B	41
SICK LEAVE, ACCUMULATION	XV.B	41
SICK LEAVE, CARRY-OVER	XV.B	41
SICK LEAVE, NUMBER OF DAYS	XV.B	41
SICK LEAVE, REINSTATED		
SICK LEAVE, SHELTERED AT RETIREMENT	XVI.A	51
SICK LEAVE, TRANSFERRED	XVI.A	51
SICK LEAVE, UNUSED		
SICK LEAVE, USED FOR		
SICK LEAVE BANK	XV.C	42
STRIKES		
SUBSTITUTE TEACHER DUTY	XIII.J	36
SUSPENSION		
т		
TELEPHONE USE	II.B	7
TEMPORARY DUTY ASSIGNMENT		
TERM OF CONTRACT		_
TERMINAL PAY		
TRANSFERS	XIV.C	37
TRANSFERS AND ALLOCATION REDUCTION	XIV.D	38
TRANSFERS, CHARTER SCHOOLS	XIV.E., XV.M	38, 48
11		
U		
LINIT DEFINITION	Ι Λ	<b>5</b>

<b>\</b> /

XIV	51
XIV.A	51
X.C	
XVI.D	52
XVII.A	
II.C., XV.F	7, 50
N/A	N/A
	XIV.AXV.KXV.K

Revised: May 22, 2019 Page 89 of 90

### **Non-Discrimination Notice**

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

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

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

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

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

Email: Tammy.Otterson@osceolaschools.net

## <u>Principles of Professional Conduct for the Education Profession in Florida</u>

### Florida Education Standards Commission

Professionalism Through Integrity

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

**Revised: May 22, 2019** Page **90** of **90**