

Summary of Tentatively Approved Changes to ESP Contract Language, 2015-16 and 2016-17 (Pending Settlement)

Education Staff Professionals (ESP) – Professional Support Staff Employees

2016-17 Memoranda of Understanding

1. *Collaborative Bargaining**
2. *Orientation Tab and Its Contents*
3. *School Improvement Grant 1003(g) Cohort 4 (SIG4)*
4. *Union-Management Meetings**

2015-16 Memoranda of Understanding

1. *Child Find*
2. *Collaborative Bargaining**
3. *Union-Management Meetings**
4. *Employee Technology Awareness and Security*
5. *First Paycheck of the 2016-17 School Year for Professional Support Staff Employees*

**Renewed MOUs from prior year*

2015-16 and 2016-17 Contract Language

1. *School Calendar and Notification of Benefits Coverage*
2. *Overpayment/ Underpayment*
3. *Safety Shoes*
4. *Supplement for Paraprofessionals at Juvenile Detention Center and OASIS*
5. *Professional Support Staff Employees Who May Administer District or State Tests*
6. *Employee Transfers*
7. *Cross-Training Professional Growth Plan*

Tentatively Approved Changes to ESP Contract Language

1. School Calendar and Notification of Benefits Coverage

[Tentative Approval Date: May 19, 2016]

Article XVI: BENEFITS

SECTION C. Major Medical

The Board will annually provide a fully paid individual major medical plan to all regular full-time bargaining unit employees. The Board will also make available major medical benefit plan(s) at an additional cost above the fully paid Board contribution for individual coverage. If an employee's regular employment ends during the course of the twelve month period of the plan, the benefits will end on the employee's last ~~work day~~ 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 last day of coverage will be calculated by Risk & Benefits Management based upon the collected Board Contributions and/ or Employee Premiums. The Annual Benefits Guide shall serve as the employee's notice regarding the coverage period and termination date of the employee's benefits.~~ 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.

[Tentative Approval Date: April 20, 2017]

Initials: _____

Article XVI: BENEFITS

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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 last day of coverage will be calculated by Risk & Benefits Management based upon the collected Board Contributions and/ or Employee Premiums. The Annual Benefits Guide shall serve as the employee's notice regarding the coverage period and termination date of the employee's benefits~~ 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.

2. Overpayment/ Underpayment

[Tentative Approval Date: August 18, 2016]

Initials: _____

ARTICLE XIII: HOURS OF WORK

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.

3. Supplement for Paraprofessional (Juvenile Detention Center)

[Tentative Approval Date: August 18, 2016]

Initials: _____

APPENDIX E: SUPPLEMENTS

Tentative Agreement by Education Support Professionals Bargaining Leadership Team (ESP BLT): August 18, 2016

Ratified by Osceola County Education Association (OCEA): _____

Ratified by Osceola County School Board (OCSB): _____

<u>OTHER</u>	<u>Amount</u>
<u>Paraprofessional (Juvenile Detention Center, Commitment Facility)</u>	<u>\$ 592.00</u>

4. Safety Shoes

Tentative Approval Date: September 15, 2016

Initials: _____

ARTICLE II: MISCELLANEOUS PROVISIONS

Section H. Safety Shoes

All Education Support Professionals bargaining unit employees working in the Maintenance Department who are required to wear hard-toed safety shoes will receive an annual safety shoe payment of ~~\$80.00~~ \$100.00 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.

5. Standardized Testing

[Tentative Approval Date: December 15, 2016]

Initials: _____

ARTICLE II: MISCELLANEOUS PROVISIONS

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.

6. Transfers

Tentative Approval Date: September 15, 2016

Initials: _____

ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

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.
2. A bargaining unit employee on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of his or her principal.
3. Bargaining unit employees may apply and will be considered for transfers at any time. Bargaining unit employees on the transfer list shall be considered first for any vacant position for which they qualify and specifically apply; however, the receiving administrator will make the final recommendation. Transfers will not be done in an arbitrary or capricious manner.

7. Cross Training Professional Growth Plan

Tentative Approval Date: January 19, 2017

Initials: _____

APPENDIX F: CROSS TRAINING PROFESSIONAL GROWTH PLAN

CROSSTRAINING CHECKLIST

Employee's Name: _____

Employee's Title: _____

Employee's Work Location: _____

Employee's Supervisor: _____

Employee Instructions: Please complete this checklist with your supervisor at the appropriate times. Both parties should initial items as they are completed and then sign and the form acknowledging as completed.

Supervisor's Initials/ Employee Initials

1. Approval of immediate supervisor for cross training in this position

2. Review the classification specification and specific qualifications:

- Tasks to be completed
- Deadlines to be met
- Frequency of completion (daily, quarterly, annually, etc.)
- Required meetings
- Expectations of proficiency

3. Review the structure and procedures of the worksite and employee to be job shadowed including:

- Department organization chart – highlight the names and duties of key personnel and who to contact if the supervisor is not available
- Ordering/ Obtaining supplies
- Policy and procedures or handbook of worksite
- Approval of receiving supervisor and employee to be shadowed

4. Discuss appropriate staff development opportunities and requirements:

- Training and Development requirements
- Proposed plan for ensuring that duties and responsibilities are covered during job shadowing and training

Employee's Signature: _____ **Date:** _____

Mentor's Signature: _____ **Date:** _____

Supervisor's Signature: _____ **Date:** _____

CROSS TRAINING PLAN

Section 1

Employee's Name: _____

Employee's Title: _____

Employee's Work Location: _____

Employee's Supervisor: _____

Assessment Period: _____

Section 2 - Objectives

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

<u>1.</u>	-
<u>2.</u>	
<u>3.</u>	
<u>4.</u>	

Section 3 - Implementation

<u>Mutually Agreed Upon Objective Activity</u>	<u>Date</u>	<u>Time</u>	<u>Outcome/ Impact of Activity</u>

Section 4 - Performance - Assessment and Results

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

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

Employee's Signature: _____ **Date:** _____

Supervisor's Signature: _____ **Date:** _____