



Escambia County  
PUBLIC SCHOOLS

Negotiated Amendments:  
**ESP MASTER CONTRACT**

Ratified by Bargaining Unit: March 14, 2025

School Board Approval: March 18, 2025

*These changes are considered effective immediately. This contract is upheld for the fiscal years 2024-2027 and the updated document in its entirety will be updated on the District Labor Relations website on or before May 1, 2025.*

*Prepared by: Caroline Gray, Chief Negotiator*



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Article II - Resolution of Grievances & Problems	Level I grievances are now considered a “formal meeting” instead of an official hearing in an effort to better mediate with both parties.	3
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Article IV - Calendar	Strikes and defers compensation language during a state of emergency or natural disaster to Article XII.	4
Article V - Leave Provisions	Strikes obsolete language and updates sick leave accrual to Statutory requirements; Leave of Absence for former position to be held for one year changing to six months.	5
Article VI - Compensation and Employee Benefits	Updated non-mandatory in-service to regular rate of pay.	6
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Article VIII - Seniority	No changes.	
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Article X - Employee Performance Evaluation	Clarifies acceptable personnel to be evaluated by Curriculum Coordinators; updates to language on District training on the evaluation system.	7
Article XI - Employee Protection	No changes.	
Article XII - Hours and Working Conditions	Many strikes of obsolete language; natural disaster working conditions; break time adjustments to 15 minute increments; ESP temporary supervision of students; Transportation seniority and bid procedures; Food Service manager work days; Updates to Custodial, Maintenance, and Mechanics working conditions; Statute updates to Paraprofessional career ladder.	8
Article XIII - Summer Employment	No changes.	
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Note: Items that are **BOLD and UNDERLINED** are additions to contract language. Regularly formatted font is presumed to be the original, unchanged contractual language.

## ARTICLE I - GENERAL PROVISIONS

### I.2 DURATION

This Agreement entered into by and between the District School Board of Escambia County, Florida and the Union of Escambia Education Staff Professionals, FEA, NEA, AFT shall remain in full force and effect for three (3) years from **July 1, 2024 through June 30, 2027**, except for wages and benefits which shall be renegotiated annually. The parties agree to adhere to bargaining process within the authority of Chapter 447, Florida Statutes. In compliance with requirements that tentative agreement items must be formally ratified, the parties agree to establish the following protocol:

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## ARTICLE II - RESOLUTION OF GRIEVANCES & PROBLEMS

### II.3 GRIEVANCE PROCEDURE

#### A. LEVEL I - WORKSITE FORMAL MEETING

1. If informal attempts to resolve the issue, complaint, or problem are not successful, the employee and the Union may file a written grievance on the form attached as Appendix A of this contract with the Level I Hearing Officer (**designated by the Assistant Superintendent of Human Resources**) within twenty-five (25) work days of the alleged violation, misapplication or misinterpretation. Upon receipt of the grievance, the ~~appropriate supervisor, manager, or administrator~~ **Level I Hearing Officer** shall schedule a ~~hearing~~ **formal meeting** within ten (10) work days of receipt of the grievance. Union members shall be entitled to representation by the Union. The Level I Hearing Officer shall issue a written response to the grievant no later than ten (10) work days after the Level I ~~hearing~~ **formal meeting**.

#### B. LEVEL II - DISTRICT

If the grievance is not resolved to the satisfaction of the grievant the Level I ~~hearing~~ **formal meeting**, the Union, and the grievant may submit the grievance in writing to the Superintendent or his/her designee within ten (10) work days of receipt of the Level I response.

## ARTICLE III - UNION RIGHTS

### III.1 - DUES AND ASSESSMENT DEDUCTIONS

**If permissible by law, m**Members and potential members of the Union shall be entitled to payroll deduction of Union dues and assessments... *the rest of the subsection is unchanged.*

### III.3 - COMMUNICATION

(E) Employees shall be permitted to wear Union buttons (less than 2" x 2" in size) **and other Union promotional materials such as shirts, pants, shorts, hats, and other similar apparel,** while on duty, **provided that such items do not interfere with the performance of their duties, assigned uniform, or violate any applicable safety regulations.** EXCEPTION: If during food preparation the button would create a safety hazard, the employee may be requested to remove the button until the task is completed

## ARTICLE IV - CALENDAR

### IV.3      **MISCELLANEOUS**

- A.      If the President, Governor, and/or Superintendent of Schools and the School Board declare a day of mourning or national, state or local emergency, that day shall be observed by employees and shall be a day off with pay at the employee's regular rate of pay. **Refer to Article XII.I.G regarding compensation stipulations.**

~~Employees who are required to perform work on such declared days shall be compensated with payment at two (2) times their normal rate of pay for each hour worked up to eight (8) hours per day and two and one half (2 ½) times their normal rate of pay for each hour worked over eight (8) hours per day.~~

## ARTICLE V - LEAVE PROVISIONS

### V.1 - GENERAL LEAVE PROVISIONS

~~C. Employees shall not be requested or required to sign blank leave forms for any type of leave.~~

### V.2 - ANNUAL LEAVE

~~F. No sick or injured employee shall be required to take annual leave.~~

### V.3 - SICK LEAVE

A. ~~Each member of the bargaining unit~~ **Full-time employees** shall be entitled to four (4) days sick leave at the end of the first month of ~~upon the~~ initial employment ~~date~~ and shall thereafter earn one (1) day of sick leave for each month of employment. ... *The rest of this article's subsection is unchanged.*

C. In certain circumstances, employees who are **proven** habitually absent may be required by his/her immediate supervisor to provide verification of illness upon request. This may be earlier than five (5) days as outlined in V.3B above. **Habitual absences should be properly addressed between employees and supervisors.**

E. The employee's **standard work day** set up hours shall be used to compute the daily rate of pay in computing sick leave **for an entire work day.**

### G. Employee Sick Leave Donation

4. Employees seeking to receive donated sick leave may request through the Human Resources ~~Leave Coordinator~~ **Department** to choose to have an electronic request sent to the site secretary of the requesting employee's school or department and/or to an additional work location(s). If appropriate information is provided and approved, the **designated** Human Resources ~~Leave Coordinator~~ **specialist** will provide this request on behalf of the employee seeking donated leave.

### V.9 - GENERAL LEAVES OF ABSENCE

B. An employee returning from an approved leave of absence within ~~one (1) year~~ **six (6) calendar months** will notify the ~~Board~~ **designated HR Leave Coordinator** prior to the return date and will be reassigned by the Superintendent to their former position. Employees returning after ~~one (1) year~~ **six (6) calendar months** (extended illness excluded) shall be assigned to their former position or a similar position. **If necessary, involuntary transfer procedures shall apply.**

### V.10 - PERSONAL LEAVE

B. With ~~three (3) days~~ **twenty-four hours** prior notice to the ~~Board~~ **appropriate administrator/supervisor**, an employee may cancel his/her personal leave **through the designated time keeping system.**

### V.11 - BEREAVEMENT LEAVE

A. ....Immediate family is defined as spouse, parent, parent, **current in-law**, grandparent, sibling,...

## ARTICLE VI - COMPENSATION & EMPLOYEE BENEFITS

- D. Employees within this unit who participate in non-mandatory in-service outside of their normal work schedule shall be paid at twelve dollars (\$12.00) **their regular hourly rate** ~~per hour~~ during the in-service session. ~~This voluntary in-service participation shall not be considered to earn overtime pay.~~

## ARTICLE VII - POSTINGS, PROMOTIONS, TRANSFERS, REDUCTIONS AND RECALL

### VII.4 - INVOLUNTARY TRANSFER

- C. Each employee in the affected work site shall be provided with an up-to-date list of vacancies and will be given an opportunity to accept one of the vacant positions. **Employees shall be given five (5) working days to select among the vacancies that are comparable to the employee's previous position. Comparable vacancies should include, but are not limited to, terms of duties, location, and pay. If the employee does not make a selection, the appropriate District Director may place the employee in one of the vacant positions. If there are extenuating circumstances (such as illness or other significant issues), the employee may be granted additional time to make their selection beyond the 5-day window.** If no employee in that work site voluntarily transfers, the employee will be transferred based on district-wide seniority among the employees in the affected classification, with the employees having the least amount of district-wide **classification** seniority being transferred first. (See Article VII.1.D. Classification Seniority)
- E. If an employee who is placed as a result of an involuntary transfer is not satisfied with their placement within ~~six (6) months~~ **sixty-five (65) working days** of the placement, they shall have up to ~~two (2)~~ **one (1)** additional opportunities to be placed in ~~an~~ other vacant positions.

### VII.10 - PROBATIONARY PERIOD

- B. All promotions shall have a ~~six (6) month~~ **ninety 90 work-day** probationary period. **(Summer months do not apply if they are not scheduled working days.)** If the probationary period is not satisfactorily completed or if the promoted employee decides not to accept the promotion, the employee shall return to **their** previous position at the same worksite **if it is vacant.** ~~If acceptable to the employee, he/she may be placed in a vacant position, comparable to his/her previous position.~~ **If the prior position is no longer vacant, the employee shall be provided a list of vacancies to select from that are comparable in terms of duties, location, and pay. The employee may have up to five (5) working days to make their selection. If there are extenuating circumstances (such as illness or other significant issues), the employee may be granted additional time to make a selection beyond the five day window.** Upon request by the employee, ~~The~~ principal/supervisor shall discuss with the employee the progress of the probationary period and/or **document** any serious deficiencies which could result in non-satisfactory completion of the probationary period.

## ARTICLE X - EMPLOYEE PERFORMANCE EVALUATION

### X.1 PERFORMANCE EVALUATION RESPONSIBILITY

**A.** Performance evaluation is the responsibility of the appropriate supervisory/administration personnel. Supervisory personnel, including but not limited to curriculum coordinators, educational resource teachers, teachers in charge and non-site based administrators, may conduct performance evaluations. **Exception: Front office staff that reports directly to administration shall be evaluated by the school's Principal or Assistant Principal.** However, if at the midyear review, it is determined that an employee's evaluation may lead to an unsatisfactory result, the appropriate supervisor/administrator shall assume the responsibility of observing **to begin** and finalizing **a new** the evaluation **cycle**.

### X.2 PERFORMANCE EVALUATION - GUIDING PRINCIPLES

E. Each employee shall be given his/her assessment final results and shall have an opportunity to discuss such results with his/her principal/supervisor prior to June 1 of each school year for ten (10) month employees and June 30 for twelve (12) month employees, providing the employee was employed prior to January 1 of the year in question. Both parties agree that a yearly timeline will be published and adhered to each year. An employee with an Unsatisfactory evaluation rating will receive one or two strategies ~~ies~~ for improvement within ten (10) working days of the Unsatisfactory rating being logged into the electronic system to guide the improvement process with the employee. The employee ~~should be provided~~ **may request** a written/printed copy of the strategies given. **If applicable,** the employee should have ~~a month~~ **thirty (30) calendar days** to complete the strategies for improvement. When the completed strategies lead to performance improvement, the rating may be moved to a higher rating. ... *the rest of this subsection is unchanged.*

I. The District will ~~begin~~ **conduct annual** training ~~of~~ educational support employees and supervisors during the summer and/or fall. **Training shall consist of reviewing school year on the** timelines, the electronic system, evidence, and improvement strategies. ~~The formal evaluation with the ninety (90) day improvement plan and policy will begin for the evaluations beginning July 1, 2019, giving the administrators and employees one (1) year to train and learn the new process.~~

## ARTICLE XII - HOURS & WORKING CONDITIONS

### XII.1 REGULAR WORK WEEK

#### **G. In the event of a declaration of a State of Emergency as referred in Article IV.3**

**Miscellaneous, on such days, employees shall be compensated in the following manner:**

**1. All eligible ESP employees shall receive their regular rate of pay for their normal scheduled work day. This shall be referred to as “stay-at-home pay.”**

**2. In addition to “stay-at-home pay,” and if required to work on regularly scheduled work days, employees shall be compensated for each hour worked up until eight (8) hours per day. For every hour worked beyond eight (8) hours in one day, employees shall receive one and one-half (1½) times their hourly rate.**

**3. If required to work on a Holiday that is considered a paid holiday under these circumstances, employees shall be compensated at their regular rate of pay for each hour worked up until 8 hours per day. For every hour worked beyond eight (8) hours in one day, employees shall receive one and one-half (1½) times their hourly rate.**

**4. If required to work on a Saturday or Sunday under these circumstances, employees shall be compensated with payment at two (2) times their regular rate of pay for each hour worked up to eight (8) hours per day and two and one half (2 ½) times their regular rate of pay for each hour worked over eight (8) hours per day.**

### XII.2 WORKING CONDITIONS

A. Each **full-time** employee shall, except in case of emergency, receive two (2) uninterrupted fifteen (15) minute breaks each day, one (1) in the A.M. and one (1) in the P.M. **Employees that work four (4) hours or less in one shift shall, except in case of emergency, receive one (1) uninterrupted fifteen (15) minute break each day.** ~~Each break shall be fifteen (15) minutes for employees who work eight (8) hours per day or the proper ratio for employees who work less than eight (8) hour days. (i.e. seven hour employees two (2) thirteen and one-half (13½) minute breaks; six (6) and five (5) hour employees two (2) eleven and one-half (11½) minute breaks; four (4) hour employees one (1) fifteen (15) minute break.)~~ Annually during the pre-school period, the immediate supervisor, in consultation with the affected employees, will establish a work/break schedule. Breaks should be scheduled when they would cause the least disruption of normal work activities. Individual circumstances may be considered by the supervisor to allow a variance from the established schedule on a case by case basis. Breaks interrupted by emergencies shall be rescheduled by the supervisor, in consultation with the affected employee(s).

H. ~~Required attendance at meetings which occur on non paid time shall be considered “call out.”~~  
*Stricken due to being addressed in XII.I.G Regular work week.*



- Q. ~~Employees on leave from service for a period not to exceed one (1) year because of physical disability shall be returned to their former position when all required authorization to return to work has been completed. Employees with diminished capacity due to work related illness or injury, but who can fulfill the requirements of another position in the District, shall be offered such a position without loss of seniority or pay. Stricken due to being addressed in V.9 General Leaves of Absence and V.13 Workers' Compensation Leave.~~
- R. ~~Expense incurred for telephone calls in the line of duty by employees shall be reimbursed when verified as soon as possible after receipt of the request. Stricken due to obsolescence.~~
- T. A certified teacher, ~~or~~ an administrator, **or substitute teacher** who is readily accessible, will always be designated as the responsible party when a member of the unit is left alone with students. **Administration may permit a designated ESP to provide brief supervision (not to exceed thirty minutes) of students for bathroom breaks, lunch duty, student escort, etc.** [Exception: Bus Operators and Bus Assistants]
- BB. Employees ~~who work less than a twelve (12) month year~~ **without any documented disciplinary concerns** shall, as long as positions exist for which they are qualified, be recommended for reappointment for the following school year, ~~except new employees on probation.~~

### XII.3 - ASSIGNMENTS

- D. ~~Employees who are required to be fingerprinted as a result of transfer or reassignment shall be reimbursed by the District for the cost of the fingerprinting. Employees who are required to acquire HRS certification or other course work as a result of transfer or reassignment shall be paid or earn compensatory time at their regular rate of pay, or overtime if appropriate, for all time beyond their normal workday which is required to obtain the certification or take the course work. Any cost to the employee associated with obtaining the certification or course work shall be reimbursed by the District. Stricken due to obsolescence.~~

### XII.5 - WORKSITE SAFETY

- N. ESE aides and other employees who are required to change students, or in other ways deal with body **bodily** fluids, shall be provided with gloves and other appropriate supplies **appropriate personal protection equipment (P.P.E.)** which are necessary for personal safety. In locations where appropriate, **and** ESE changing tables are not provided, the parties agree to investigate appropriate alternatives.

### XII.6 - HOURS AND WORKING CONDITIONS - BUS OPERATORS AND BUS ASSISTANTS

[Please click here to view the entirety of approved changes.](#) Pages 8-19 of linked document.

## XII.7 - HOURS AND WORKING CONDITIONS - CUSTODIAL

- I. **The normal work schedule for full-time Custodial employees is eight (8) hours per day to total forty (40) hours per week, Monday through Friday. Specific scheduled start and end times shall be determined by the appropriate work site administrator.**

## XII.8 - HOURS AND WORKING CONDITIONS - FOOD SERVICE

F. For Managers: ~~no less than three (3) nor more than five (5) days of pre-school,~~ **one (1) day prior to the students' return from winter break,** and ~~two (2)~~ **one (1)** days of post-school shall be paid days for start up and close down of kitchens. **All pre- and post-school days are paid at no less than a regular day's rate of pay.** For Assistant Managers... *the rest of this subsection is unchanged.*

T. Under the Managerial Classification System, when a decrease in meals and equivalents occurs, such decreases shall not result in a change in pay grade until the decrease continues for two (2) successive fiscal years. ~~then, the pay grade change shall be implemented on July 1 of the fiscal year following the decrease in points for two (2) successive years. For the 2019-2020 and 2020-2021 school years, meals and equivalents will not be used to change a pay grade. Both parties agree to come to the table in committee by February, 2022 to complete a new structure of the Managerial Classification System.~~ **If at the end of the second fiscal year the numbers require a classification change, the manager will be transferred to a worksite within fifteen (15) miles in the same classification or given the option to voluntarily demote to the lower classification at the current work location. If no positions are available, the manager may remain in his/her position at the same rate of pay until the opportunity becomes available. (MOU signed 4/4/2022)**

## XII.9 - HOURS AND WORKING CONDITIONS - MAINTENANCE

- A. **The Union of** Escambia ESP representation shall **have representation** be ensured in all general meetings of management and employees, including Advisory Committee meetings.

E. ~~The normal working hours for maintenance employees are from 7:00 a.m. to 3:30 p.m. Monday through Friday. Employees should be in their shops and ready to work at 7:00a.m.~~ **The normal work schedule for full-time Maintenance employees is eight (8) hours per day to total forty (40) hours per week, Monday through Friday. Specific scheduled start and end times shall be determined by the appropriate work site administrator.** There are times that employees will be required to work different hours and different work days so that school functions will not be interrupted. **Employees will be notified in writing with at least ten (10) days notice if report and end times are expected to change.**

## XII.10 - HOURS AND WORKING CONDITIONS - MECHANICS

**C. A/C 609 Certification is required by the State of Florida to service air conditioning systems on school buses and white fleet vehicles. Garage employees assigned to work on air conditioning are required to obtain this certification and provide documentation to the Director of Transportation.**

**1. Garage employees that have obtained this certification shall receive an additional supplement per hour as footnoted on the approved ESP salary schedule. In the event of an employee's certification to be revoked or expires, employees are subject to a change in working conditions and loss of the supplement.**

## XII.12 - HOURS AND WORKING CONDITIONS - CLERICAL/CLASSROOM EMPLOYEES

**C. Clerical/classroom employees may be required to attend school faculty meetings. Advanced notice shall be provided and employees will not be required to clock out if held beyond scheduled work hours.**

### D. Paraprofessional Career Ladder **for Teacher Assistants**

1. **As referenced in Fla. State. 1012.38,** the purpose of the Paraprofessional Career Ladder is to provide **education paraprofessionals (or Teacher Assistants) a system of career development which is based upon education and training advancement, and to furnish economic incentives to encourage excellence among education paraprofessionals.** ~~a system for paraprofessionals—those who assist with the instruction of students in the core curriculum—to obtain higher levels of instructional skills.~~

2. The career ladder encompasses all of the current Teacher Assistant classifications ~~(except Bus Assistant) and Administrative Clerk II positions having assigned duties that fall under the statutory definition of a paraprofessional in “No Child Left Behind” [Section 1119(g)].~~ **under the definition of an “Education Paraprofessional” per Fla. Stat. 1012.01(e).**

3. The classifications above ~~Rung~~ **Level** I on the career ladder reflect different options for meeting the requirements specified in the ~~NCLB~~ **ESSA**, and also provide recognition of higher levels of professional qualification.

4. Following is a list of the ~~rungs~~ **Levels** of the Paraprofessional Career Ladder. An employee will move to the next higher ~~rung~~ **level** of the career ladder immediately upon meeting **its requirements.** ~~the qualifications of that rung.~~

- a. **Rung Level** I – Pay grade: Meets state and local requirements for employment, but does not meet ~~NCLB~~ **ESSA** requirements.
- b. **Rung Level** II – Pay grade plus a supplement of two percent (2%) of base

hourly rate: ~~NCLB~~ ESSA qualified by demonstrating knowledge of and the ability to assist in instruction by means of the locally approved academic assessment, (i.e. passing the test or producing equivalent documentation from another recognized school district).

c. ~~Rung~~ Level III – Pay grade plus a supplement of four percent (4%) of base hourly rate: ~~NCLB~~ ESSA qualified by earning ~~forty-eight (48)~~ sixty (60) college credit hours, or by passing the test and documenting one hundred twenty (120) points of District approved staff development and/or CDA hours. Employees who have attained ~~Rung~~ Level III must earn one hundred twenty (120) points of approved staff development hours every five (5) years to maintain Rung Level III.

d. ~~Rung~~ Level IV – Pay grade plus a supplement of six percent (6%) of base hourly rate: ~~NCLB~~ ESSA qualified by earning an associate's degree or higher.

5. All newly hired staff will be expected to possess the required qualifications for that classification and position when hired. The District shall insure that periodic administrations of the ~~NCLB~~ ESSA qualifying test be conducted for current and prospective employees.

~~6. — No permanent vacancies in paraprofessional positions at non-Title I schools will be filled by new employees unless no current permanent employee applies. Article VII – Postings, promotions, etc.~~

7. ~~If there is a reduction in the number of teacher assistant (basic or special) or paraprofessional clerk positions at a worksite, the reduction will be conducted based on the provisions of Article VII, based on seniority within the overall classification (Teacher Assistant Basic, Teacher Assistant Special or Administrative Clerk II), not within the rung of the career ladder. Article VII – Postings, promotions, etc.~~

## ARTICLE XIV - UNIFORMS, TOOLS, & SUPPLIES

### XIV.3 - TOOLS AND SUPPLIES AND UNIFORMS

E. **2. District-Based Custodial Employees may be provided with a uniform (work shirt) to wear at no cost to the employee.**