

CRITICAL NEED SUPPLEMENTS

Pursuant to Florida Statute 1012.22, the district shall provide eligible teachers in the following categories earning regular wages in an active pay status, an additional pay supplement of no less than \$10.00 a paycheck (24 checks): assignment to a Title I eligible school; certification and teaching in named critical shortage areas as identified by district staffing needs and per state list; and assignment of additional academic responsibilities. The supplement will be paid bi-monthly throughout the work year.

Bereavement Leave

An employee may be granted up to three (3) additional paid days of Bereavement Leave for the death of an immediate family member. Two (2) additional paid days of Bereavement Leave may be granted when the family member resided out of state. Family members are defined as father, mother, brother, sister, husband, wife, child or member of household. Family member may be extended to grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, or sister-in-law. Bereavement Leave is not transferrable or accruable and must be used within thirty (30) calendar days of the death. Application shall be made to the immediate supervisor in advance whenever possible. Employees must provide a copy of the obituary, funeral notice, or other satisfactory document attached to the Employee Application for Leave Form. Details about the family member's relationship may be required.

Planning Time During Testing

Rationale: Required testing multiple times per year has created inequity of planning times. Understanding this is created by state law does not relieve the burden placed on the classroom teacher.

New Language: When testing schedules are implemented, the administrator will make all efforts to keep the teacher's normally scheduled day intact when possible. If not possible, teachers who lost planning time due to the testing schedule must still receive an average of 45 minutes each day of self-directed planning for each of the impacted testing weeks. The calculation of the weekly average self-directed planning time includes, but is not limited to, the self-directed planning time plus any minutes when a teacher is not assigned to non-instructional duties during that impacted testing week. When the schedule will not permit for planning time to occur during the schoolwork hours, teachers will be paid the hourly rate of pay to complete the planning outside of normal school hours.

216-Day Flexible Calendar

School Counselors, Social Workers, ESE Resource Compliance Specialists, ESOL Compliance Specialists, and School Media Specialists

Rationale: Employees listed above require additional time before and after the school year to complete paperwork to keep the district in compliance. The additional days added will allow these employees to provide accurate records for accountability and ensure students' needs are met and complete additional tasks as required by state law from the first day of school. The included employees and principals may work together on the flexibility of the schedules to shorten the number of days. Employees would earn their same hourly rate of pay.

New Language: The standard year of employment for school counselors, social workers, ESE resource compliance specialists, ESOL compliance specialists and school media specialists will be 216 days; however, flexible contracts 196 days may continue to be optional at the discretion of the school principal and employee.

Association Leave

Rationale: While SDOC has always allowed such cooperation with the use of leave as a past practice, OCEA would like to strengthen the contract language prior to a change in leadership.

4.20 The Board will establish days with pay per year for the Association to use for annual conferences, collective bargaining purposes, business of the association, and to attend legislative sessions, based on 4.5% of the OCEA 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 the Superintendent's 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 fifteen (15) or more teachers for a single event. Notification shall include the names of the teachers to be granted leave and, except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each teacher for whom leave is to be granted shall apply to the teacher's respective principal in accordance with the same five (5) working daytime limit. (11/07/07)

Paycheck Protection

Rationale:

In the 2021-2022 school year, SDOC changed the payouts of the 4 summer checks for 24 paycheck employees from the last day of school to June 8th, almost two weeks after employees completed their contract requirements for the year. Despite numerous requests to inform staff of this change, payroll did not inform staff until May 2022. Various reasons were given for this change including streamlining pay dates, preventing extra pay runs, and avoiding payments to staff who have run out of sick days, are non-renewed or quit prior to working the last days of school.

OCEA believes that this is an unfair practice as it punishes the majority of the employees for the actions of the few. Additionally, SDOC's rationale does not address the loss of money by SDOC for those on 20 checks. To be fair and more transparent, OCEA requests the following language be added to the contract.

New Language: An employee may choose to receive their salary through payment of 20 or 24 paychecks per year. If an employee chooses 24 paychecks, the four additional paychecks will be issued to the employee on the last day of the school year.

OCEA Executive Board Member Leave of Absence

At the request of the Association, the Board agrees to release a member of the OCEA Executive Board of regular duties to serve as a member representative and to serve as the fiscal agent for the payment of the salary and fringe benefits, provided the Association reimburses the Board one hundred percent (100%) of all sums paid to or on behalf of said Association member representative. At the end of the service leave, the employee shall return to the position held at the time the leave began. The member representative shall not earn sick leave or annual leave, nor be covered by the Board Workers' Compensation Insurance during said leave. The member may transfer any unused sick leave days accrued as member representative, provided daily attendance is documented by the OCEA president during the period served as the member representative. It shall be the Association president's responsibility to assist in securing the requested transfer of sick leave credit from the Association. One day of sick leave may be transferred in for each day accrued upon return to Osceola School District, up to a maximum of 12 days per year. In case of extended illness or retirement, all withheld hours will be transferred immediately. The Association Executive Board Member shall be given credit on the salary schedule for the year(s) served as the member representative. Reimbursement to the School District shall be on a monthly basis, upon receipt of invoice from the School District.