

**The School District of Osceola County
Salaries and Benefits Package
for the 2023-24 School Year**

**between the
School Board of Osceola County, Florida, (OCSB)
and the
Osceola County Education Association (OCEA),
for
*Instructional Employees***



Date of Original Proposal:	May 18, 2023
Date of Revised Proposal:	N/A
Date of Tentative Agreement:	May 18, 2023
Contract Expiration Date:	June 30, 2024

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**Osceola County School Board Salary and Benefits Negotiations Proposal for the
2023-24 School Year for the Instructional Employees Bargaining Unit**

Recognizing the need to reward employees for their hard work despite limited resources during unprecedented circumstances, the School Board commits to provide Osceola County instructional employees the following firm offer of enumerated incentives that are contingent upon each other as a single package.

1. 2023-24 Salary Negotiations

- In accordance with the requirements of state law [e.g., Sections 1011.62, 1012.01, 1012.02, 1012.22, and 1012.34, Florida Statutes; 2023-24 General Appropriations Act; 2023-24 General Appropriations Act Implementing Bill; and the Education Conforming Bill (2023), etc.] and the performance pay salary schedule as previously bargained, **each instructional bargaining unit employee shall receive as:**

- **a first-year employee for the 2023-24 school year = a minimum base salary of \$49,000** (which reflects a salary increase of \$500); **or**
- **an existing employee returning for the 2023-24 school year = a recurring salary increase as follows:**

Years of Experience 0 through 12

- **\$2,000, or forty (40) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Highly Effective”;
- **\$1,400, or twenty-eight (28) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Effective”

Evaluation Rating	Total Amount	Salary Schedule Levels
• Highly Effective	\$2,000	40
• Grandfathered	N/A	N/A
• Effective	\$1,400	28

Years of Experience 13 and Above

- **\$2,500, or fifty (50) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Highly Effective”;
- **\$1,500, or thirty (30) salary schedule levels**, for instructional employees who are Grandfathered (Professional Service Contract or Continuing Contract status) and whose final summative evaluation rating is either “Highly Effective” or “Effective” **[NOTE: No change in contract status is required.];** or
- **\$1,500, or thirty (30) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Effective”

Evaluation Rating	Total Amount	Salary Schedule Levels
• Highly Effective	\$2,500	50
• Grandfathered	\$1,500	30
• Effective	\$1,500	30

- The recurrence of these 2023-24 salary increases for eligible instructional employees are subject to and dependent upon the renewal of the Teacher Salary Increase Allocation or its designated equivalent as appropriated by the Florida Legislature each subsequent school/ fiscal year per state law; and

2. Design changes to our School District’s major medical Health Insurance Plan [attachment] that:

- continues to provide our employees with health insurance coverage options, including a no-cost option for the individual employee;
- implements innovations and enhancements to provide cost-savings and new choices for our employees and their families; and
- ensures our Health Benefits Trust Fund remains fiscally solvent to serve our employees during uncertain economic times;

3. Flexible Spending Account Match where the School Board shall match the employee’s FSA savings of \$750 or more with a contribution of \$250 in order to assist the employee toward the employee’s deductible;

4. Continued commitment to our School District’s Center for Employee Health; and

5. Memoranda of Understanding and contract language upon which both parties have reached tentative agreement since the ratification of our current Instructional Employees’ Contract on August 24, 2022.

- **Memoranda of Understanding**
 - 2022-23 Uni-SIG Grant Impact [Central Avenue Elementary School and Highlands Elementary School]
 - 2022-23 One-Time, Non-Recurring Inflation Supplement
 - 2023-24 Uni-SIG Grant Impact [Central Avenue Elementary School and Highlands Elementary School]
 - 2023-24 Uni-SIG Grant Impact [Liberty High School]
 - 2023-24 Flex Day
- **Contract Language**
 - Article 16.02 [Credit for Years of Service for Retired Educators]
 - Appendix A-1 – Adjunct Hourly Pay Schedule
 - Pallbearer-Bereavement Leave

All calculations and payments of the items within this tentative agreement for eligible instructional employees shall be paid no earlier than two (2) pay periods after the date of ratification of this tentative agreement by both parties and shall be retroactive to July 01, 2023.

Pursuant to *Article XX: Term of Contract* of our collective bargaining agreement, both parties continue to agree that Contract Articles, specific paragraphs, or new issues may be opened, bargained, ratified, and implemented throughout the fiscal year.

TENTATIVE APPROVAL

**OSCEOLA COUNTY SCHOOL BOARD
(OCSB)**

**OSCEOLA COUNTY EDUCATION
ASSOCIATION (OCEA)**

CHIEF NEGOTIATOR FOR OCSB
John Boyd

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

Date: May 18, 2023

**School District of Osceola County
Plan Design Options for 10-1-2023**

	PLAN 1			PLAN 2			PLAN 3		
	Health Center Plan with Tiers 1&2 Only			Proposed Essential Plan			Proposed Advantage Plan		
	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
PCP - Health Center	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telemedicine	\$0	\$0	Not Covered	\$0	\$0	Not Covered	\$0	\$0	Not Covered
PCP	N/A	\$40	Ded/Co-Ins	\$20	\$40	Ded/Co-Ins	\$15	\$25	\$30
Specialist	\$30	\$80	Ded/Co-Ins	\$40	\$80	Ded/Co-Ins	\$40	\$50	\$60
Referral Needed to Specialist?	Yes	No	No	No	No	No	No	No	No
Urgent Care	\$45	\$45	Ded/Co-Ins	\$45	\$45	Ded/Co-Ins	\$45	\$45	Ded/Co-Ins
Emergency Room	\$400 copay (waived if admitted)	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Labwork at independent lab	any facility	any facility	any facility	any facility	any facility	any facility	any facility	any facility	any facility
Labwork all other facilities	\$0 (Health Center, Quest or LabCorp only)	30% no Deductible	30% no Deductible	\$10 (Ex. Quest Diagnostics)	30% no Deductible	30% no Deductible	\$5 (Ex. Quest Diagnostics)	25% no Deductible	25% no Deductible
Advanced Imaging	80% No Deductible	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Advanced Imaging through Green Imaging	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Co-Insurance	\$500 / \$1,000	\$1,250/\$2,500	\$1,250/\$2,500	\$900 / \$1,800	\$1,250/\$2,500	\$1,250/\$2,500	\$600/\$1,200	\$950/\$1,900	\$950/\$1,900
Maximum Out of Pocket	20%	30%	30%	30%	30%	30%	25%	25%	25%
RX	\$4,000/\$8,000	\$6,300/\$13,600	\$6,300/\$13,600	\$5,000/\$10,000	\$6,300/\$13,600	\$6,300/\$13,600	\$4,000/\$8,000	\$6,700 / \$12,400	\$6,700 / \$12,400
Deductible	Prescriptions Unlimited Only	Non-Preferred Pharmacy	Non-Preferred Pharmacy	Preferred Pharmacy	Non-Preferred Pharmacy	Non-Preferred Pharmacy	Preferred Pharmacy	Non-Preferred Pharmacy	Non-Preferred Pharmacy
Generics Obtained at Health Center	No Deductible	\$300 waived for preferred generics	\$300 waived for preferred generics	No Deductible	\$300 waived for preferred generics	\$300 waived for preferred generics	No Deductible	\$75 waived for preferred generics	\$75 waived for preferred generics
Preferred Generic	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preferred Brand	\$45	\$10	\$10	\$6	\$10	\$10	\$5	\$10	\$10
Non-Preferred Brand	50% up to \$150	20% up to \$75	20% up to \$75	\$45	20% up to \$75	20% up to \$75	\$40	20% up to \$50	20% up to \$50
Specialty	50% up to \$150	50% up to \$200	50% up to \$200	50% up to \$150	50% up to \$200	50% up to \$200	50% up to \$125	50% up to \$150	50% up to \$150
International Program with Elect Rx	\$75	Not Covered	Not Covered	50% up to \$200	Not Covered	Not Covered	50% up to \$200	Not Covered	Not Covered
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Remove Advent Health from Tier 3 RBP for all plans

Proposed Changes for Plan Year 2023-24

CURRENT = \$ 341.30 Board Contribution Amounts - PER PAY PERIOD (20) PROPOSED = \$ 374.90

Employee Contribution Amounts - PER PAY PERIOD (20)						
CURRENT	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Essentials	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only			\$0.00	\$25.00	\$25.00	\$50.00
Employee + Spouse			\$325.00	\$375.00	\$385.00	\$435.00
Employee + Child(ren)			\$152.00	\$202.00	\$195.00	\$245.00
Employee + Family			\$452.00	\$502.00	\$530.00	\$580.00
Half Family Primary			\$20.00	\$50.00	\$170.00	\$220.00
Half Family Secondary			\$0.00	\$0.00	\$0.00	\$0.00

PROPOSED	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Essentials	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only			\$0.00	\$25.00	\$50.00	\$75.00
Employee + Spouse			\$175.00	\$225.00	\$450.00	\$500.00
Employee + Child(ren)			\$25.00	\$75.00	\$275.00	\$325.00
Employee + Family			\$200.00	\$250.00	\$575.00	\$625.00
Half Family Primary			\$0.00	\$50.00	\$300.00	\$350.00
Half Family Secondary			\$0.00	\$0.00	\$0.00	\$0.00

Proposed Contract Language, 2023-24

Bargaining Leadership Team (BLT) – Instructional Employees)

1. **Negotiations Procedure**
2. **Additional Pay for Substituting/ Auto-Splitting**
3. **Additional Pay Based on Class Size**
4. **MOU re: Kindergarten through Grade 3 Teachers at UniSIG Schools**
5. **Adjunct Hourly Pay**
6. **Credit for Years of Experience for Retired Instructional Employees**
7. **Critical Need Supplements**
8. **Pallbearer/ Bereavement Leave**
9. **Planning Time during Testing**
10. **216-Day Flexible Calendar**
11. **Association Leave**
12. **Paycheck Protection**
13. **OCEA Executive Board Member Leave of Absence**

1. Negotiations Procedure

Osceola County Education Association (OCEA) Proposal

Date: September 08, 2022

Article II: Negotiations Procedure

2.02-a Ratification

No final agreement between the parties may be executed without ratification by the bargaining unit and the Board. Following tentative agreement by the negotiating teams, OCEA shall submit the full agreement to the members of the bargaining unit for ratification or rejection with no less than two full weeks to review prior to taking a vote. At no time will an agreement be submitted for member ratification vote later than the first full week in May. Superintendent shall promptly submit the full agreement to the Board for consideration and ratification or rejection.

District's Response

Date: October 20, 2022; January 12, 2023; February 09, 2023; April 13, 2023; May 18, 2023

- Management's disposition is that contract language is not needed at this time to address these concerns.
- Management maintains that *Section 447.309, Florida Statutes*, is clear and supersedes contract language:

... Any collective bargaining agreement reached by the negotiators shall be reduced to writing, and such agreement shall be signed by the chief executive officer and the bargaining agent. Any agreement signed by the chief executive officer and the bargaining agent shall not be binding on the public employer until such agreement has been ratified by the public employer and by public employees who are members of the bargaining unit ...

- Management commits to continue to bargain collaboratively with OCEA, including, but not limited to, the terms and conditions of the payment of salary increases within tentative agreements.
- Management commits to continue to post signed tentative agreements regarding salaries and benefits negotiations on the School District website.
- Management provides support documents that define the collaborative bargaining process on the following webpages of the SDOC public website:
 - *General Collective Bargaining Information* [<https://www.osceolaschools.net/Page/2551>]; and
 - *Bargaining Meetings Protocol*: <https://www.osceolaschools.net/Page/6810>
- Management offers that additional collaborative bargaining training may benefit both parties.

2. Additional Pay for Substituting/ Auto-Splitting

Osceola County Education Association (OCEA) Proposal

Date: September 08, 2022

[Article Not Specified]

Rationale:

Finding substitutes to cover classes has become an increasing challenge resulting in instructional staff taking on the additional duties and responsibilities. Recognizing the need to value the contribution, the following emergency sub pay will be implemented for the 2022-2023 school year. Pay shall be recorded on the pay stub as "Substitute" and will be paid concurrently to the time period submitted to the district for normal pay. The parties agree to revisit this to determine the cost savings benefit to the district prior to renewal or adding to the contract.

OCEA Proposal:

- Non-classroom instructional employees (i.e., coaches, interventionist, media specialist, compliance specialist, etc.) \$50 for half of the day and \$100 for a full day.
- Classroom instruction employees who take on a whole class for half of the day shall be paid \$50 and for an entire day will be paid \$100.
- Teachers who substitute during their planning time shall be paid their hourly rate of pay.
- Teachers who receive students due to auto splitting for more than half the day shall be paid \$30. Should more than one teacher split on the same day, the teachers receiving the students shall be eligible for an additional \$30 for each subsequent split. There will be no additional pay for splits which are less than half a day.

District's Response

Date: October 20, 2022; January 12, 2023; February 09, 2023; April 13, 2023; May 18, 2023

- Management counter-proposes the attached *Memorandum of Understanding re: Additional Earning Opportunities as a Substitute Teacher*.
- Management contends that it has addressed OCEA's concerns about substitute teachers as evidenced by its contract with Kelly Services which has the average daily fill rate of 83%.

3. Additional Pay Based on Class Size

Osceola County Education Association (OCEA) Proposal

Date: September 08, 2022

[Article Not Specified]

Class Size Workload

The parties agree that class size optimums are established and that said optimums are set in accordance with Florida Statute 1003.03 as follows:

(1) **CLASS SIZE MAXIMUMS.**— *Each year, on or before the October student membership survey, the following class size maximums shall be satisfied:*

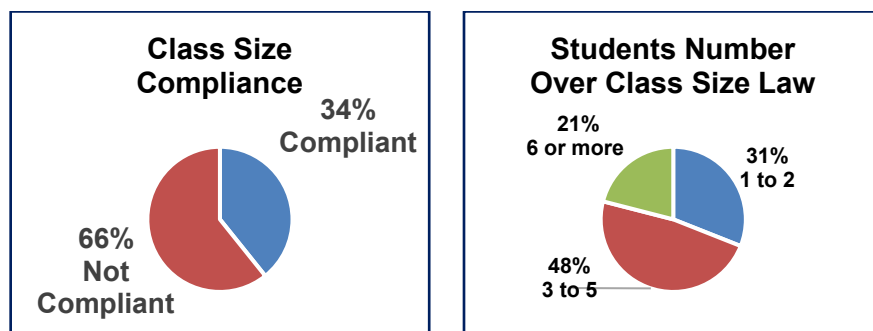
(a) *The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for prekindergarten through grade 3 may not exceed 18 students.*

(b) *The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 4 through 8 may not exceed 22 students. The maximum number of students assigned to a core-curricula high school course in which a student in grades 4 through 8 is enrolled shall be governed by the requirements in paragraph (c).*

(c) *The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 9 through 12 may not exceed 25 students.*

The Board and the Association agree that optimum class size is important and impacts the effective educational program. OCEA recognizes an unprecedented amount of vacancies exist beyond the control of the district due to shortages in education and that these vacancies are causing individual class size problems and additional workload for educators. The State of Florida and SDOC continue to hold educators to the same high standards for academic achievement. Educators with larger student numbers are disadvantaged with the workload, which leads to loss of even more educators. With each additional student added to a roster, the number of papers to grade increases, tracking data and differentiating instruction along with assembling supplies is timelier. The need for more parent communication is required, as is more ESE and ESOL meetings which causes loss of planning time.

OCEA conducted a survey with district instructional employees September 1-6, 2022. The survey had 951 responses. Instructional classroom teacher responses are included in the chart.



OCEA proposes SDOC pay for the additional workload created when student class size is not met according to Florida Statute 1003.03 Sections (1)(a-c).

Position	Student number above amendment	OPS Contract amount
Elementary (Self-Contained)	1-3	4 hours per week
Elementary (Team)	1-3	2 hour per week per teacher, per class
Elementary (Self-Contained)	4-6	10 hours per week
Elementary (Team)	4-6	6 hours per week per teacher
Secondary Core* & Electives	1-5 (across all periods)	2 hour per week
Secondary Core *& Electives	6-10 (across all periods)	4 hours per week
Secondary Core*& Electives	11-20 (across all periods)	10 hours per week
Extra-Curricular/ Electives, etc. Elementary Schools	≤ 800 801 ≤ SFTE ≤ 1201 1201 ≤ SFTE ≤ 1600 1601 ≤ SFTE ≤ 2000	4 hours per week 6 hours per week 8 hours per week 10 hours per week

* Florida Statute 1033.03

Section (14) "Core-curricula courses" means:

- (a) Courses in language arts/reading, mathematics, social studies, and science in prekindergarten through grade 3, excluding extracurricular courses pursuant to subsection (15);
- (b) Courses in grades 4 through 8 in subjects that are measured by state assessment at any grade level and courses required for middle school promotion, excluding extracurricular courses pursuant to subsection (15);
- (c) Courses in grades 9 through 12 in subjects that are measured by state assessment at any grade level and courses that are specifically identified by name in statute as required for high school graduation and that are not measured by state assessment, excluding extracurricular courses pursuant to subsection (15);
- (d) Exceptional student education courses; and
- (e) English for Speakers of Other Languages courses.

District's Response

Date: October 20, 2022; January 12, 2023; February 09, 2023; April 13, 2023; May 18, 2023

- Management's disposition is that contract language is not needed at this time to address these concerns.
- Management contends that the School District is in compliance with *Section 1003.03 – Maximum class size, Florida Statutes*, and *Section 1002.31 – Controlled open enrollment; public school parental choice, Florida Statutes*, which states:

(5) For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to s. 1003.03(4) is the average number of students at the school level.
- Per *Section 1002.31 – Controlled open enrollment; public school parental choice, Florida Statutes*, the Osceola County School Board adopted *Osceola County School Board Rule 5.22 – Controlled Open Enrollment*.
- More information on class size can be found on the Florida Department of Education website here:
 - <https://www.fldoe.org/finance/budget/class-size/>
- Management also provides the School District's *Class Size Report* as supporting documentation [attached].

FLORIDA DEPARTMENT OF EDUCATION

EDUCATION INFORMATION AND ACCOUNTABILITY

CLASS AVERAGE FOR CORE COURSES - SURVEY 2 , 2122
 EXCLUDING CHARTER, MAGNET, ALTERNATIVE, SCHOOL OF CHOICE, SCHOOL OF EXCELLENCE, AND PRINCIPAL

AUTONOMY

SCHOOL	DISTRICT: 49	OSCEOLA	PK-3	4-8	9-12
9041	HOSPITAL/HOMEBOUND PROGRAM	00.00	00.00	00.00	08.00

FLORIDA DEPARTMENT OF EDUCATION

EDUCATION INFORMATION AND ACCOUNTABILITY

CLASS AVERAGE FOR CORE COURSES - SURVEY 2 , 2122
 CHARTER SCHOOLS

SCHOOL	DISTRICT: 49	OSCEOLA	PK-3	4-8	9-12
0131	BRIDGEPREP ACADEMY	16.65	19.09	00.00	00.00
0149	RENAISSANCE CHARTER SCHOOL AT	17.70	21.26	20.66	20.66
0152	FOUR CORNERS UPPER SCHOOL	00.00	21.85	22.71	22.71
0155	VICTORY CHARTER SCHOOL	00.00	19.34	18.25	18.25
0162	ST. CLOUD PREPARATORY ACADEMY	15.83	17.58	17.84	17.84
0163	MATER BRIGHTON LAKES	17.73	21.66	23.20	23.20
0171	RENAISSANCE CHARTER SCHOOL AT	17.77	20.86	22.00	22.00
0181	OSCEOLA SCIENCE CHARTER SCHOOL	17.00	20.22	19.00	19.00
0182	LINCOLN-MARTI CHARTER SCHOOLS	12.50	00.00	00.00	00.00
0183	SPORTS LEADERSHIP ARTS MANAGEM	00.00	17.92	17.50	17.50
0184	BRIDGEPREP ACADEMY OSCEOLA COU	17.82	20.68	14.00	14.00
0185	MATER PALMS ACADEMY	17.02	20.25	17.00	17.00
0191	RENAISSANCE CHARTER SCHOOL AT	17.93	21.76	24.50	24.50
0192	CREATIVE INSPIRATION JOURNEY O	17.10	20.85	00.00	00.00
0202	MATER ACADEMY AT ST CLOUD	17.98	20.66	00.00	00.00
0203	VICTORY CHARTER SCHOOL K-5	17.75	19.76	00.00	00.00
0853	NEW DIMENSIONS HIGH SCHOOL	00.00	00.00	22.65	22.65
0863	FOUR CORNERS CHARTER SCHOOL	17.97	21.85	00.00	00.00
0866	KISSIMMEE CHARTER ACADEMY	15.17	21.48	18.66	18.66
0881	P. M. WELLS CHARTER ACADEMY	17.10	21.21	24.25	24.25
0900	UCP OSCEOLA CHARTER SCHOOL	12.91	12.16	00.00	00.00
0932	BELLALAGO CHARTER ACADEMY	17.14	20.22	18.50	18.50
0959	MAIN STREET HIGH SCHOOL	00.00	00.00	18.30	18.30
0971	MATER ACADEMY PREPARATORY HIGH	00.00	00.00	21.42	21.42

SCHOOL	SCHOOL NAME	PK-3	4-8	9-12
0081	AMERICAN CLASSICAL CHARTER ACA	16.21	16.97	00.00
FLORIDA DEPARTMENT OF EDUCATION				
EDUCATION INFORMATION AND ACCOUNTABILITY				
CLASS AVERAGE FOR CORE COURSES - SURVEY 2 , 2122				
LAB, MAGNET, ALTERNATIVE, SCHOOL OF CHOICE, SCHOOL OF EXCELLENCE, PRINCIPAL AUTONOMY - NO CHARTER				
DISTRICT: 49 OSCEOLA				
0005	TOHOPEKALIGA	00.00	00.00	22.88
0011	HARMONY COMMUNITY SCHOOL	17.48	20.62	00.00
0040	NARCOOSSEE MIDDLE SCHOOL	00.00	20.59	24.05
0041	DISCOVERY INTERMEDIATE SCHOOL	00.00	18.07	21.25
0042	KISSIMMEE ELEMENTARY SCHOOL	17.25	17.19	00.00
0043	NARCOOSSEE ELEMENTARY SCHOOL	17.98	21.31	00.00
0061	CENTRAL AVENUE ELEMENTARY SCHL	15.62	18.28	00.00
0071	HIGHLANDS ELEMENTARY SCHOOL	16.33	20.53	00.00
0081	OSCEOLA HIGH SCHOOL	00.00	00.00	21.07
0091	DENN JOHN MIDDLE SCHOOL	00.00	18.97	19.90
0101	THACKER AVENUE ELEM FOR INTERN	16.70	16.63	00.00
0111	ST. CLOUD ELEMENTARY SCHOOL	15.08	19.52	00.00
0201	ST. CLOUD HIGH SCHOOL	00.00	00.00	19.67
0251	KISSIMMEE MIDDLE SCHOOL	00.00	18.55	22.44
0252	HARMONY MIDDLE SCHOOL	00.00	20.89	23.57
0271	MICHIGAN AVENUE ELEMENTARY SCH	16.22	19.52	00.00
0272	ST. CLOUD MIDDLE SCHOOL	00.00	18.15	21.56
0300	KOA ELEMENTARY SCHOOL	16.62	19.84	00.00
0301	REEDY CREEK ELEMENTARY SCHOOL	16.44	20.20	00.00
0302	WESTSIDE K-8 SCHOOL	17.83	20.04	20.85
0311	NEPTUNE MIDDLE SCHOOL	00.00	19.06	21.00
0321	VENTURA ELEMENTARY SCHOOL	16.57	17.16	00.00
0341	HORIZON MIDDLE SCHOOL	00.00	18.90	21.62
0401	BOGGY CREEK ELEMENTARY SCHOOL	16.61	16.69	00.00
0501	HICKORY TREE ELEMENTARY SCHOOL	17.14	18.70	00.00
0601	GATEWAY HIGH SCHOOL	00.00	00.00	20.55
0701	MILL CREEK ELEMENTARY SCHOOL	15.52	21.08	00.00
0711	CELEBRATION SCHOOL	17.79	20.84	23.23
0801	LAKEVIEW ELEMENTARY SCHOOL	15.08	18.70	00.00
0811	PLEASANT HILL ELEMENTARY SCHOO	16.12	17.95	00.00
0821	PARKWAY MIDDLE SCHOOL	00.00	19.72	00.00
0831	DEERWOOD ELEMENTARY SCHOOL	16.13	19.50	00.00

0841	POINCIANA HIGH SCHOOL	00.00	00.00	21.30
0842	LIBERTY HIGH SCHOOL	00.00	00.00	21.89
0851	CYPRESS ELEMENTARY SCHOOL	15.88	16.51	00.00
0862	PROFESSIONAL & TECHNICAL HIGH	00.00	00.00	16.76
0901	POINCIANA ACADEMY OF FINE ARTS	14.38	17.89	00.00
0902	CELEBRATION HIGH SCHOOL	00.00	00.00	23.75
0904	PARTIN SETTLEMENT ELEM. SCHOOL	15.07	18.75	00.00
0921	OSCEOLA CO SCHOOL FOR THE ARTS	00.00	20.12	22.05
0922	HARMONY HIGH SCHOOL	00.00	00.00	22.89
0931	FLORA RIDGE ELEMENTARY SCHOOL	17.05	20.10	00.00
0933	NEPTUNE ELEMENTARY SCHOOL	15.37	18.12	00.00
0957	CHESTNUT ELEM SCHOOL SCIENCE A	16.50	19.76	00.00
0958	SUNRISE ELEMENTARY SCHOOL	17.64	18.80	00.00
0961	EAST LAKE ELEMENTARY SCHOOL	17.49	17.60	00.00
0962	NEOCITY ACADEMY	00.00	00.00	20.40
0991	CANOE CREEK K-8	17.81	20.96	18.60

12/20/2021

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FLORIDA DEPARTMENT OF EDUCATION

EDUCATION INFORMATION AND ACCOUNTABILITY

CLASS AVERAGE FOR CORE COURSES - SURVEY 2 , 2122

LAB, MAGNET, ALTERNATIVE, SCHOOL OF CHOICE, SCHOOL OF EXCELLENCE, PRINCIPAL AUTONOMY - NO CHARTER

DISTRICT: 49 OSCEOLA

SCHOOL	SCHOOL NAME	PK-3	4-8	9-12
9003	ZENITH ACCELERATED ACADEMY	00.00	16.81	20.32
9020	OASIS RESIDENTIAL CENTER	00.00	15.00	10.20
9036	NEW BEGINNINGS EDUCATION CENTE	05.00	10.62	13.76

4. MOU re: Kindergarten through Grade 3 Teachers at UniSIG Schools

Osceola County Education Association (OCEA) Proposal

Date: September 08, 2022

MEMORANDUM OF UNDERSTANDING 2022-23 Central Elementary and Highlands School Improvement Impact Supplement Instructional Employees

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

Whereas, the School District currently has two (2) elementary schools (e.g., Central Avenue Elementary School and Highlands Elementary School) that may meet the required criteria designated within the application for the *2022-23 Unified School Improvement Grant (UniSIG)*;

Whereas, OCEA supported the application of the *2022-23 Unified School Improvement Grant (UniSIG)*, which did not include compensation for all instructional employees;

Whereas, both parties agree that equitable treatment with compensation is essential to a collaborative spirit that is vital to the improvement of low performing schools;

Therefore, be it resolved that both parties agree to the *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* and the following terms and conditions of employment in the event of and pursuant to the School District's award of the *2022-2023 Unified School Improvement Grant (UniSIG)*:

- The School District shall compensate all remaining instructional employees at Central Avenue Elementary School and Highlands Elementary School meeting the following criteria:
 - Have a two-year (2021-22 and 2022-23) district evaluation rating of Highly Effective or Effective;
 - Have a start date of no later than October 15, 2022
- Upon completion of the 2022-2023 school year and no later than June 30, 2023, all eligible instructional employees at Central Avenue Elementary and Highlands Elementary covered by this agreement shall receive:
 - \$7500 for a district evaluation of Highly Effective or Effective.
- If an instructional employee leaves Central Avenue Elementary School or Highlands Elementary School prior to the last day of school year ending in 2022-23 the award amount shall not be awarded.

- Upon release of all student and school data the School District of Osceola County and the Osceola County Education Association shall evaluate the effectiveness of the *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* and the *2022-2023 Unified School Improvement Grant (UniSIG)* is complete.
- The *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* will expire upon the completion of payment to all eligible employees and/or at such time as the *2022-2023 Unified School Improvement Grant (UniSIG)* is complete.

**OSCEOLA COUNTY
SCHOOL BOARD**

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

SUPERINTENDENT
Debra Pace

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCSB
John Boyd

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

District's Response

Date: October 20, 2022; January 12, 2023; February 09, 2023; April 13, 2023; May 18, 2023

Management calculates the projected cost for OCEA's proposal to be \$180,000.00 based upon the numbers of eligible teachers listed below.

Eligible Teachers with Student Growth Score Ratings, 2021-22		
School	Effective	Highly Effective
Central Avenue Elementary	15	0
Highlands Elementary	9	0
Sub-Totals	24	0
Grand Total	24	
<i>Projected Cost (e.g., \$7500 per eligible teacher)</i>	\$180,000.00	

In combination with OCEA's other bargaining requests related to compensation, this proposal would significantly affect the funds available for negotiations for salary increases for all Instructional bargaining unit employees/ members.

The state or federal government legally defines the terms and conditions of grants over which the School District has no authority to change. It is not a sustainable practice to supplement state or federal grants that are intended to supplement the existing School District budget in the first place.

Management requests OCEA to identify an available specific funding source for their proposal.

Management has placed this item on the agenda for each bargaining meeting this school year.

5. Adjunct Hourly Pay Schedule

Osceola County Education Association (OCEA) Proposal

Date: February 09, 2023

APPENDIX A-1: Adjunct Hourly Pay Schedule

Teachers at the Adult Learning Center Osceola, Technical Education Center Osceola, Juvenile Detention Center, Criminal Justice Academy, and Health Sciences Department shall be paid according to:

16.03 Payment of a teacher's service beyond the regular workday shall be at the professional hourly rate unless specifically noted otherwise. The professional hourly rate shall be rate per day of the teacher divided by the number of hours in the workday.

District's Response

Date: February 09, 2023; April 13, 2023

APPENDIX A-1: Adjunct Hourly Pay

The following terms and conditions shall take effect beginning the next regularly scheduled pay period after the date of tentative agreement by both parties:

- Instructional employees at the Adult Learning Center Osceola, Technical Education Center Osceola, Juvenile Detention Center/ Heritage Academy, Criminal Justice Academy, and Health Sciences Department who are hired to work as adjunct instructors shall be paid their professional hourly rate of pay according to Article 16.03.
- In addition, adjunct instructors who are hired from outside the School District to work at the Adult Learning Center Osceola, Technical Education Center Osceola, Juvenile Detention Center/ Heritage Academy, Criminal Justice Academy, and Health Sciences Department shall be paid the average professional hourly rate of pay of existing employees at these worksites.
- The above terms and conditions shall also be retroactive to July 01, 2022, for employees working at the date of the tentative agreement.

6. Credit for Years of Experience for Retired Instructional Employees

District's Proposal

Date of Tentative Agreement: September 08, 2022

ARTICLE XVI: PROFESSIONAL COMPENSATION

16.02 Teachers shall be paid according to the salary schedule and shall receive years of experience subject to the following criteria.

1. c. Retired Educators/ DROP

~~(1) After 6/30/2010, a teacher who requests a DROP extension that is granted will be extended at experience level 5 (and if extended thereafter will be extended at incremental levels).~~

~~(2) Teachers who are receiving retirement benefits under a public or private retirement system who are hired (or rehired following retirement or DROP completion) will be granted up to a maximum of five (5) years' experience on the salary schedule for years of experience that are not included in the years of experience for which they are receiving retirement benefits. Teachers rehired after having completed any extended drop will be credited for all years of extended drop up to a maximum of eight (8) years' experience credit. (11/18/09)~~

~~(3) Items (1) and (2) of this section shall sunset on June 30, 2022.~~

(4) Beginning the 2022-23 school year, instructional employees who are hired on or after July 01, 2022, and who are receiving retirement benefits under a public or private retirement system shall receive credit for all verified years of experience for the purposes of professional compensation.

(5) Instructional employees who are eligible under the terms and conditions of Item (4), shall receive salary adjustments retroactive to the employee's start date but no earlier than July 01, 2022.

TA 09/08/22
JB [Signature]

ARTICLE XVI: PROFESSIONAL COMPENSATION

16.02

Teachers shall be paid according to the salary schedule and shall receive years of experience subject to the following criteria:

...

1. c. Retired Educators/ DROP

~~(1) After 6/30/2010, a teacher who requests a DROP extension that is granted will be extended at experience level 5 (and if extended thereafter will be extended at incremental levels).~~

~~(2) Teachers who are receiving retirement benefits under a public or private retirement system who are hired (or rehired following retirement or DROP completion) will be granted up to a maximum of five (5) years' experience on the salary schedule for years of experience that are not included in the years of experience for which they are receiving retirement benefits. Teachers rehired after having completed any extended drop will be credited for all years of extended drop up to a maximum of eight (8) years' experience credit. (11/18/09)~~

(1) Beginning the 2022-23 school year, instructional employees who are hired on or after July 01, 2022, and who are receiving retirement benefits under a public or private retirement system shall receive credit for all verified years of experience for the purposes of professional compensation.

(2) Instructional employees who are eligible under the terms and conditions of Item (1), shall receive salary adjustments retroactive to the employee's start date but no earlier than July 01, 2022.

7. Critical Need Supplements

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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.

District's Response

Date: May 18, 2023

- Management agrees that hiring and retaining instructional employees in areas of critical need are a priority. However, 68% (or 36 out of 53 SDOC schools) are Title I schools, and critical shortage subject areas affect every SDOC school.
- Management proposes that salary increases for all instructional employees are our first priority for recruitment and retention, and that additional supplements compete with the total funds available for salary and benefits negotiations.

8. Pallbearer/ Bereavement Leave

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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.

District's Counter-Proposal

Date: May 18, 2023

Article X. Leaves

10.11 Pallbearer/ Bereavement Leave

- The school principal or any department head is authorized to approve an employee's request to serve as a pallbearer or to attend the funeral of a member of their immediate family (e.g., spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law, domestic partner, or other member of the employee's immediate household).
- An employee may be granted up to two (2) paid days of Pallbearer/ Bereavement Leave.
- One (1) additional paid day of Pallbearer/ Bereavement Leave may be granted when the family member resided equal to or greater than two hundred (200) miles from the employee's home address.
- Pallbearer/ Bereavement Leave is not transferrable or accruable and must be used within thirty (30) calendar days of the death.
- Employees must provide a copy of the obituary, funeral notice, or other satisfactory document to the school principal.

9. Planning Time during Testing

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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.

District's Response

Date: May 18, 2023

- Management does not agree with OCEA's proposed contract language at this time.
- State law mandates the administration of state and School District assessments for the purposes of accountability and employee evaluations.
- The administration of these assessments is part of each Instructional employee's state-mandated job duties, and over 76% of Instructional employees depend upon these test results for the calculation of the compensation that they earn.

10. 216-Day Flexible Calendar

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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 at least 196 days. However, flexible contracts up to 216 days may continue to be optional at the discretion of the school principal and employee.

District's Response

Date: May 18, 2023

- Management does not agree with OCEA's proposed contract language at this time.
- Management provides OPS contracts for these same purposes within the School District's budgetary constraints.

11. Association Leave

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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)

District's Response

Date: May 18, 2023

- Management does not agree with OCEA's proposed contract language at this time.
- OCEA's proposed contract language would change the original intent of this language, which is for professional development purposes, not collective bargaining or lobbying efforts.
- Management does not want to take Instructional employees away from their worksites unless it is for professional development or other purposes that directly benefit students.

12. Paycheck Protection

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

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.

District's Response

Date: May 18, 2023

- Management does not agree with OCEA's proposed contract language at this time.
- Management asserts its right to schedule the payroll calendar.
- Management also asserts that employees are waiting eight calendar days to receive the final paychecks in order to avoid any concerns that would require Management to recoup overpayments from employees.
- However, Management does agree to provide additional communication to employees prior to May 31, 2023.

13. OCEA Executive Board Member Leave of Absence

Osceola County Education Association (OCEA) Proposal

Date: April 13, 2023

New Language: 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.

District's Response

Date: May 18, 2023

- Management does not agree with OCEA's proposed contract language at this time.
- Management does not want to take another certified educator out of the classroom for collective bargaining purposes.

MEMORANDUM OF UNDERSTANDING –
2023-24 Additional Earning Opportunities as a Substitute Teacher,
Instructional 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 instructional employees; and

Whereas, both parties recognize the profound effect that recent inflation has had upon the household budgets of all SDOC employees;

Whereas, both parties agree that additional earning opportunities for Instructional employees within the School District benefit employee morale;

Whereas, both parties recognize that pursuant to *Article 5.18* of our *Instructional Employees Contract*, “[t]he Board will not utilize regularly employed teachers to cover classes for absent teachers in order to avoid hiring substitutes”;

Whereas, both parties recognize that as a last resort, when no substitute teacher is available, classroom teachers may be assigned to serve in the role of a substitute teacher for a peer during the teacher’s regularly scheduled planning period, in order to ensure appropriate coverage for student safety and supervision; and

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

- As a last resort, when no substitute teacher is available, the school principal shall first seek a classroom teacher to serve as a volunteer in the role of a substitute teacher for a peer during the teacher’s regularly scheduled planning period, in order to ensure appropriate coverage for student safety and supervision;
- If no classroom teacher volunteers, then as a last resort, when no substitute teacher is available, the school principal may assign a classroom teacher to serve in the role of a substitute teacher for a peer during the teacher’s regularly scheduled planning period, in order to ensure appropriate coverage for student safety and supervision;
- In either situation above, the classroom teacher shall be compensated for one (1) hour at the employee’s daily rate of pay;
- The assigned classroom teacher may select, and the administrator shall schedule a one (1) hour planning period either before or after the regular workday on the next workday or a mutually agreed upon workday thereafter, in order to ensure adequate planning time and compliance with related state law for public employee compensation; and
- The above terms and conditions shall expire on June 30, 2024.

**OSCEOLA COUNTY
SCHOOL BOARD**

SUPERINTENDENT
Debra Pace

CHIEF NEGOTIATOR FOR OCSB
John Boyd

Date: May 18, 2023

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

**MEMORANDUM OF UNDERSTANDING –
2023-24 Unified School Improvement Grant (UniSIG) Impact –
Central Avenue Elementary School and Highlands Elementary School,
Instructional 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 instructional 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 instructional employees; and

Whereas, the School District currently has two (2) elementary schools (e.g., Central Avenue Elementary School and Highlands Elementary School) that may meet the required criteria designated within the application for the *2023-24 Unified School Improvement Grant (UniSIG)*;

Therefore, be it resolved that both parties agree to the following additional terms and conditions of employment in the event of and pursuant to the School District's award of the *2023-24 Unified School Improvement Grant (UniSIG)*, sufficient to fund strategic grant projects, deliverables, and activities at Central Avenue Elementary School and Highlands 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 potential continued funding during the one (1) year period of the grant.
- All eligible Central Avenue Elementary School and Highlands Elementary School instructional employees shall meet the following criteria for the *2023-24 Unified School Improvement Grant (UniSIG)* as established by the Florida Department of Education:
 - Have a three-year aggregate Math or English Language Arts State Value-Added Model (VAM) calculation rating of "Highly Effective" or "Effective"; or
 - Have a three-year aggregate Algebra I and Geometry State Value-Added Model (VAM) calculation rating of "Highly Effective" or "Effective"; and
 - Have a start date at Central Avenue Elementary School and Highlands Elementary School of no later than September 30, 2023;
- During this UniSIG grant period (e.g., 2023-24 school year), upon the condition of the Florida Department of Education's approval, all eligible Central Avenue Elementary School and Highlands Elementary School instructional employees shall receive an allocation not to exceed:
 - \$15,000 for an eligible State VAM rating of "Highly Effective"; or
 - \$7,500 for an eligible State VAM rating of "Effective."
- If an instructional employee leaves Central Avenue Elementary School or Highlands Elementary School prior to the end of the quarter, then the employee shall not be eligible for the quarterly installment scheduled for payment of that quarter and each subsequent quarter for the remainder of the one (1) year period of the grant.

- If an instructional employee leaves Central Avenue Elementary School or Highlands Elementary School prior to the end of the one (1) year period of the grant, the employee:
 - shall not be required to repay any additional compensation that the employee may have received prior to the date of transfer, resignation, or retirement, etc.; and
 - shall not be eligible for a duplication of payment if the employee returns to a position at Central Avenue Elementary School or Highlands Elementary School within the same quarter within the one (1) year of the period of the grant.

**OSCEOLA COUNTY
SCHOOL BOARD**

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

SUPERINTENDENT
Debra Pace

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCSB
John Boyd

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

Date: May 18, 2023

MEMORANDUM OF UNDERSTANDING –
2023-24 Unified School Improvement Grant (UniSIG) Impact – Liberty High School,
Instructional 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 instructional 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 instructional employees; and

Whereas, the School District currently has one (1) high school that may meet the required criteria designated within the application for the *2023-24 Unified School Improvement Grant (UniSIG)*;

Therefore, be it resolved that both parties agree to the following additional terms and conditions of employment in the event of and pursuant to the School District's award of the *2023-24 Unified School Improvement Grant (UniSIG)*, sufficient to fund strategic grant projects, deliverables, and activities at Liberty High School:

- The School District shall comply with state and federal requirements of the grant proposal in order to ensure the grant's initial and potential continued funding during the one (1) year period of the grant.
- All eligible Liberty High School instructional employees shall meet the following criteria for the *2023-24 Unified School Improvement Grant (UniSIG)* as established by the Florida Department of Education:
 - Have a three-year aggregate Math or English Language Arts State Value-Added Model (VAM) calculation rating of "Highly Effective" or "Effective"; or
 - Have a three-year aggregate Algebra I and Geometry State Value-Added Model (VAM) calculation rating of "Highly Effective" or "Effective";
 - Have a start date at Liberty High School of no later than September 30, 2023; and
 - Have a teaching assignment in one or more of the following courses:
 - Algebra I;
 - Geometry;
 - English I;
 - English II; or
 - Intensive Reading.
- During this UniSIG grant period (e.g., 2023-24 school year), upon the condition of the Florida Department of Education's approval, all eligible Liberty High School instructional employees shall receive a supplement to compensate for additional work expectations and requirements due to assignment at Liberty High School, not to exceed:
 - \$10,000 for an eligible State VAM rating of "Highly Effective"; or
 - \$5,000 for an eligible State VAM rating of "Effective."

- In accordance with the terms and conditions required to participate in this grant, all eligible instructional employees who choose to participate shall agree to:
 - Complete the entire 2023-24 school year as an instructional employee at Liberty High School from August 03, 2023, through May 30, 2024;
 - Understand that participation is a commitment of one (1) school year of employment at Liberty High School that renders the participating instructional employee ineligible to transfer from Liberty High School to another School District school during the 2023-24 school year;
 - Engage in common planning by subject area, including, but not limited to, the following professional activities as a subject area team or group: development of lesson plans, data-based decision making, problem solving, and professional learning;
 - Receive coaching support that shall be provided based on analysis of student progress monitoring data and classroom observational data;
 - Conduct progress monitoring weekly for informed decision-making of student mastery of standards and instructional practices;
 - Implement the School District’s continuous improvement process through the use of formative and summative assessments, including, but not limited to pre/ post assessments;
 - Collaborate in data analysis cycles; and
 - Actively participate in assigned professional development on research-based instructional practices that include, but are not limited to, student engagement, data-decision planning, etc.
- If an eligible and participating instructional employee leaves Liberty High School prior to the end of the school year (e.g., after August 03, 2023, and before May 30, 2024), then this employee shall be required to repay the full amount of the supplement that the employee received through the School District’s established overpayment procedures, which may include recoupment from remaining paychecks.

**OSCEOLA COUNTY
SCHOOL BOARD**

SUPERINTENDENT
Debra Pace

CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

Date: May 18, 2023

**MEMORANDUM OF UNDERSTANDING –
2023-24 Flex Day, Instructional Employees**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that flexible work schedules may have a positive effect on instructional employee morale;

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

1. One (1) Flex Day shall be made available to instructional employees who wish to work on a non-teacher workday prior to Pre-Planning in lieu of one of the following workdays:
 - **Friday, October 13, 2023;**
 - **Tuesday, January 2, 2024;**
 - **Friday, March 8, 2024; or**
 - **Thursday, May 30, 2024**
2. For the 2023-24 school year, the last possible workday prior to Pre-Planning shall be designated as **“Wednesday, August 2, 2023,”** in accordance with the School District’s summer four-day workweek schedule, and the Flex Day shall be designated as the instructional employee’s choice of one (1) of the workdays listed in Item 1 above.
3. However, if an administrator schedules an instructional employee to work on a workday or workdays during the week prior to Pre-Planning (e.g., professional development), then the last possible workday prior to Pre-Planning shall be accelerated and designated as the last possible workday prior to the first scheduled workday before Pre-Planning. The administrator shall remain responsible for compensating the instructional employee according to the terms of our collective bargaining agreement.
4. Instructional employees must notify in writing (e.g., e-mail, paper, etc.) the school principal or designee at their worksite:
 - ✓ at least one (1) day in advance of their intent to work on a non-teacher workday prior to Pre-Planning; and
 - ✓ at least five (5) workdays prior to the one (1) workday the employee selects to use as the Flex Day from those workdays listed in Item 1 above.
5. Instructional employees must meet professional obligations such as submission of student grades and completion of regularly required forms, reports, lesson plans, etc., prior to using the Flex Day.
6. This Flex Day allows the instructional employee the opportunity to flex only one (1) of the workdays listed in Item 1 above and shall not be considered an additional workday for payroll purposes.
7. If an instructional employee terminates employment with the School District before using the Flex Day, then the employee shall not be compensated for the additional workday completed prior to Pre-Planning.
8. If an instructional employee transfers to another worksite within the School District during the school year, then the employee shall be eligible to use the Flex Day at the employee’s receiving school.
9. An e-mail shall be sent to all instructional employees to notify them of this benefit by the end of the preceding school year.

**OSCEOLA COUNTY
SCHOOL BOARD**

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CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**

OCEA PRESIDENT
Lare Allen

CHIEF NEGOTIATOR FOR OCEA
April Isaacs

Date: May 18, 2023