

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
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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

- Management's disposition is that contract language is not needed at this time to address these concerns.
- Management contends 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.
- Management commits to continue to post signed tentative agreements regarding salaries and benefits negotiations on the School District website.

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

- Management counter-proposes the attached related *Memorandum of Understanding re: Extra Pay for Serving as a Substitute Teacher*.

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:*

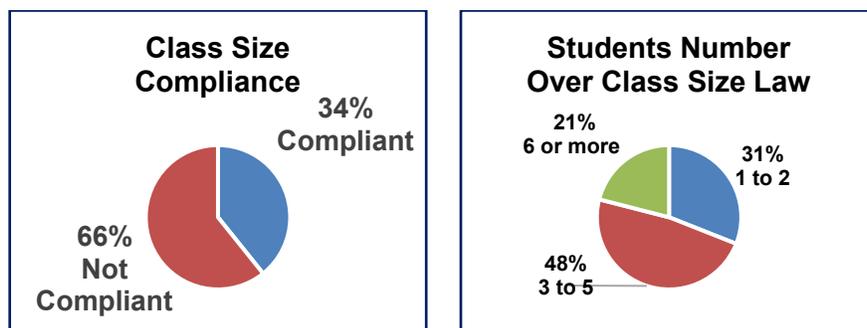
(a) *The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for prekindergarten through grade 3 may not exceed 18 students.*

(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

- 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].

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

Osceola County Education Association (OCEA) Proposal: Title

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

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>	<i>\$180,000.00</i>	

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 funding source for their proposal.

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

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

FLORIDA DEPARTMENT OF EDUCATION

EDUCATION INFORMATION AND ACCOUNTABILITY

CLASS AVERAGE FOR CORE COURSES - SURVEY 2 , 2122

CHARTER SCHOOLS

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

0981 AMERICAN CLASSICAL CHARTER ACA 16.21 16.97 00.00

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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
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

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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

**MEMORANDUM OF UNDERSTANDING –
2022-23 Adjustments to Athletic Supplements, [Instructional Employees](#)**

Whereas, the Osceola County School Board and the Osceola County Education Association believe that rewarding instructional employees for roles within extracurricular athletic programs is beneficial to both parties;

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

1. Add the following new supplements to the Supplements Schedule:

- Assistant Beach Volleyball - Girls \$1,326.00 [e.g., 12 weeks; 18 Games]
- Assistant Special Olympics \$510.00
- Head Beach Volleyball - Girls \$2,320.00 [e.g., 12 weeks; 18 Games]
- Head eSports \$850.00 [e.g., per season]
- Head Special Olympics \$850.00
- Middle School Extracurricular Coach \$850.00

2. Remove the following obsolete supplements:

- Middle School Intramural Coach
- Middle School Flag Football Coach - Girls

3. Increase the minimum Athletic supplement amount to \$850.00, which increases the following supplements:

- Assistant Coach Competitive Cheerleading \$850.00
- Head Coach Fishing \$850.00
- Elementary School Extracurricular Coach \$850.00
- Elementary School Extracurricular Sponsor \$850.00
- Middle School Assistant Intramural Director \$850.00

4. Increase the amount of the following supplements in order to reflect the length of the seasons and the number of games more fairly using the formulas previously negotiated:

- Assistant Baseball \$2,180.00
- Assistant Flag Football \$1,139.00
- Assistant Softball \$2,180.00
- Assistant Soccer \$2,180.00
- Assistant Wrestling \$2,146.00
- Head Baseball \$4,033.00
- Head Flag Football \$1,943.00
- Head Golf \$2,146.00
- Head Softball \$4,033.00
- Head Soccer \$4,033.00
- Head Wrestling \$3,680.00

5. Within the section of our Contract entitled “Additional Compensation for Participation in State-Level or National-Level High School Competitions,” increase the amount of following supplements to:
 - Head Coach who proceeds to the State-Level Championship \$500
 - Assistant Coach who proceeds to the State-Level Championship \$250

6. Add the following new supplements to the Supplements Schedule to reward employees who earn certifications above the minimum certification required:
 - Level 2 Coaching \$200
 - Eligible employees are Level 1 certified coaches who earn and maintain Level 2 Coaching certification issued by the National Federation of High Schools (NFHS).
 - Level 3 Coaching \$400
 - Eligible employees are Level 1 or Level 2 certified coaches who earn and maintain Level 3 Coaching certification issued by the National Federation of High Schools (NFHS).
 - Certified Athletic Administrator (CAA) \$400
 - Eligible employees are Athletic Directors who earn and maintain Certified Athletic Administrator (CAA) certification issued by the National Interscholastic Athletic Administrators Association (NIAAA).
 - Certified Master Athletic Administrator \$800
 - Eligible employees are Athletic Directors who earn and maintain Certified Master Athletic Administrator (CMAA) certification issued by the National Interscholastic Athletic Administrators Association (NIAAA).

7. Per past practice, the School District agrees that this Memorandum of Understanding shall expire one (1) calendar year from the date of tentative agreement and signature.

**OSCEOLA COUNTY
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John Boyd

CHIEF NEGOTIATOR FOR OCEA
Janet Moody

Date: October 20, 2022

**MEMORANDUM OF UNDERSTANDING –
2022-23 Extra Pay for Serving 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 that 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:

- If an administrator assigns 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, then the classroom teacher shall be compensated for one (1) hour at the employee’s daily rate of pay;
- The administrator shall assign classroom teachers for this purpose on an equitable and rotating basis;
- 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, 2023.

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Date: October 20, 2022