

# **RATIFICATION PACKET**

## **INSTRUCTIONAL EMPLOYEES CONTRACT**

### **TENTATIVE AGREEMENTS**

**BETWEEN**

**THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)**

**AND**

**THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)**



***July 01, 2021 through June 30, 2023***

**Tentative Agreement, October 07, 2021**

***Pending Ratification by Both Parties***

**Effective July 01, 2021**

**Dr. Debra Pace,  
Superintendent**

**Lare Allen,  
OCEA President**

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# **Salary and Benefits Package Proposal**

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**The School District of Osceola County  
Salaries and Benefits Package  
for the 2021-22 and 2022-23 School Years**

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



<b>Date of Original Proposal:</b>	<b>August 05, 2021</b>
<b>Date of Revised Proposal:</b>	<b>October 07, 2021</b>
<b>Date of Tentative Agreement:</b>	<b>October 07, 2021</b>
<b>Contract Expiration Date:</b>	<b>June 30, 2023</b>

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**Osceola County School Board Salary and Benefits Negotiations Proposal for the 2021-22 and 2022-23 School Years for the *Instructional Employees Bargaining Unit***

Recognizing the need to reward employees for their hard work despite very 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. This offer is in its entirety as a complete package is contingent upon the Osceola County Education Association withdrawing its request for arbitration with the Federal Mediation and Conciliation Service (e.g., Case Number 210622-07820 filed on June 22, 2021).**

**2. One (1) Optional Paid Post-Planning Day for the 2021-22 School Year**

- Each instructional bargaining unit employee may choose to work one (1) post-planning day on Friday, May 27, 2022, and those who choose to work this day shall be paid the employee's daily rate of pay.
- Instructional bargaining unit employees who choose not to work on this optional workday shall end their work year on the last work day as originally scheduled, Thursday, May 26, 2022.
- The choice of last workday shall be the instructional bargaining unit employee's, and the instructional bargaining unit employee shall provide a written request (e.g., e-mail) to work the Optional Paid Post-Planning Day to the instructional bargaining unit employee's supervising administrator no later than Friday, May 06, 2022, for payroll purposes;

**3. 2021-22 One-Time, Non-Recurring Supplement of \$1,000 for Non-Classroom and Part-Time Classroom Instructional Employees**

- Whereas, for the 2021-22 school year, per the *2021-2022 General Appropriations Act (GAA)*, each full-time *classroom* instructional bargaining unit employee shall receive directly from the Florida Department of Education a non-recurring supplement of \$1,000 that the Florida Legislature has mandated, which is not subject to bargaining;
- This proposal provides that for the 2021-22 school year, each *non-classroom* instructional bargaining unit employee and each *part-time classroom* instructional bargaining unit employee shall receive a **one-time, non-recurring supplement of \$1,000 after applicable taxes** using other School District funds;
- All instructional employees who are currently employed with the School District for the 2021-22 school year at the time of ratification of this tentative agreement by both parties, and who were not eligible to receive the \$1,000 per the *2021-2022 General Appropriations Act (GAA)* directly from the Florida Department of Education shall be eligible to receive this one-time, non-recurring supplement of \$1,000 after taxes from the School District;

**4. 2021-22 Salary Negotiations**

- **Each instructional bargaining unit employee shall receive:**
  - **a one-time, one-paycheck benefits premium deduction holiday;** and
- In accordance with the requirements of state law [e.g., Sections 1011.62, 1012.02, 1012.22, and 1012.34, Florida Statutes; 2021-2022 General Appropriations Act (GAA), 2021-2022 Education Appropriations Implementing Bill, House Bill 5101, etc.] and the performance pay salary schedule as bargained, **each instructional bargaining unit employee who currently receives a minimum base salary:**
  - **less than \$47,500** shall receive a recurring salary increase equal to the greater of \$800 or the amount required to attain a salary of \$47,500.
  - **equal to or greater than \$47,500** shall receive a recurring salary increase as follows:
    - **\$1150, or twenty-three (23) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Highly Effective”;
    - **\$900, or eighteen (18) 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
    - **\$800, or sixteen (16) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Effective”

Evaluation Rating	Total Amount	Salary Schedule Levels
• <b>Highly Effective</b>	<b>\$1150</b>	<b>23</b>
• <b>Grandfathered</b>	<b>\$900</b>	<b>18</b>
• <b>Effective</b>	<b>\$800</b>	<b>16</b>

- The recurrence of these 2021-22 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
- **a one-time, non-recurring Retention Incentive Supplement** in the amount of \$50 for each year of verified eligible experience for each instructional employee who has ten (10) or more years of verified eligible experience;

**5. No design changes to our School District's major medical Health Insurance Plan 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;

**6. 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;

**7. Continued commitment to our School District's Center for Employee Health;**

**8. Exceptional Student Education (ESE) Supplement**

Management agrees to increase the ESE Teacher Supplement to \$1,500 and expand eligibility for this supplement to include all full-time ESE instructional employees, including Resource Compliance Specialists (RCSs); however, Gifted teachers would not be eligible for this supplement;

**9. Additional Earning Opportunities for Non-FTE Generating Programs**

Management agrees to sunset both parties' past practice of over a decade and the current *Memorandum of Understanding re: Additional Earning Opportunities for Non-FTE Generating Programs, Instructional Employees*, effective upon tentative agreement and ratification of Management's proposal, and revert to the original terms and conditions of *Article 16.03* of our *Instructional Employees' Contract*, which states:

*"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."*

**10. District-Level Professional Learning Community (PLC) for COVID-19 Procedures Solutions**

Management agrees to facilitate a District-level Professional Learning Community (PLC) for the purpose of reviewing instructional employees' COVID-19 procedures concerns and collaborating on solutions to improve School District COVID-19 procedures. This PLC shall include an equal number of representatives of both school-level administrators and school-level instructional employees from the elementary school, middle school, and high school levels. The OCEA President shall have the right to appoint representatives from the instructional bargaining unit to serve on this PLC; and

**11. Advanced Degree Supplement for Eligible Instructional Employees with Master's Degrees**

Management agrees to increase the Advanced Degree Supplement for eligible instructional employees with Master's Degrees by \$215 from \$2,685 to \$2,900.

## 12. 2022-23 Salary Negotiations

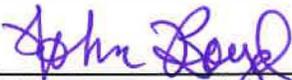
- Each instructional bargaining unit employee shall receive:
  - a one-time, one-paycheck benefits premium deduction holiday; and
  - a one-time, non-recurring Retention Incentive Supplement in the amount of \$50 for each year of verified eligible experience for each instructional employee who has ten (10) or more years of verified eligible experience.
- Both parties agree to return to salary negotiations for the 2022-23 school year if the Florida Legislature appropriates additional funds for the Teacher Salary Increase Allocation (TSIA) or other similar specific compensation for instructional employees and legislates related terms and conditions.

All calculations and payments of the items within this tentative agreement for eligible instructional employees shall be retroactive to July 01, ~~2021~~ of the year indicated for each item above.

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)

  
\_\_\_\_\_  
CHIEF NEGOTIATOR FOR OCSB  
John Boyd

OSCEOLA COUNTY EDUCATION  
ASSOCIATION (OCEA)

  
\_\_\_\_\_  
OCEA PRESIDENT  
Lare Allen

  
\_\_\_\_\_  
CHIEF NEGOTIATOR FOR OCEA  
April Isaacs

Date: October 07, 2021

Management agrees to provide one (1) teacher workday at the end of each grading quarter, and Management reserves the right to change the academic calendar in the event of a declared state of emergency such as a hurricane or pandemic. (Article 6.02)

Management agrees to add "by December 1 for the following year" to the last sentence of Article 6.02.

# **Memoranda of Understanding, 2021-22 and 2022-23**

**Note:** No Memoranda of Understanding are part of this tentative agreement.

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# **Contract Language, 2021-22 and 2022-23**

- 1. Article 6.02 [One (1) Teacher Workday per End of Quarter;  
Calendar Committee Deadline]***
- 2. Revised Salary Schedule***
- 3. Revised Supplements Schedule***

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## **Proposed BLT Contract Language, 2021-22**

### **Bargaining Leadership Team (BLT) – Instructional Employees**

#### **1. Article 6.02 [One (1) Teacher Workday per End of Quarter; Calendar Committee Deadline]**

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#### **1. Osceola County Education Association (OCEA) and Osceola County School Board (OCSB) Proposal: Article 6.02 [One (1) Teacher Workday per End of Quarter; Calendar Committee Deadline]**

**Date: October 07, 2021**

#### **6.02**

A seven (7) member committee will be responsible for preparing a recommended twelve (12) month school calendar. The four (4) teacher members of the committee will be appointed by the president of the Association. The members will recommend the twelve (12) month calendar to the Superintendent for his consideration by December 01 for the following year. Management agrees to provide one (1) Teacher Workday at the end of each quarter, and Management reserves the right to change the academic calendar in the event of a declared state of emergency such as a hurricane or pandemic.

**[Tentative Approval Date: October 07, 2021]**

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**The School District of Osceola County, Florida  
Supplements Schedule**

*Tentative Agreement by Instructional Employees Bargaining Leadership Team (BLT): October 07, 2021*

*Ratified by Osceola County Education Association (OCEA): November \_\_, 2021*

*Ratified by Osceola County School Board (OCSB): December 07, 2021*

<b><u>CURRICULUM</u></b>	<b>Amount</b>
Co-Curricular	\$ 1,028.00
Dean, 1201 ≤ SFTE ≤ 1600	\$ 1,650.00
Dean, 1601 ≤ SFTE ≤ 2000	\$ 1,750.00
Dean, 2001 ≤ SFTE	\$ 1,850.00
Dean, 801 ≤ SFTE ≤ 1200	\$ 1,550.00
Dean, SFTE ≤ 800	\$ 1,450.00
<b>Elementary School ESE Teacher (Excluding Gifted)</b>	<b>\$ 1,500.00</b>
Elementary School Grade-Level Chair	\$ 617.00
Elementary School Yearbook Sponsor	\$ 617.00
Guidance Director	\$ 823.00
<b>High School ESE Teacher (Excluding Gifted)</b>	<b>\$ 1,500.00</b>
High School Academic Competition Bowl Sponsor	\$ 617.00
High School Class Sponsor	\$ 617.00
High School Department Chair	\$ 617.00
High School Extracurricular Sponsor (See Contract)	\$ 617.00
High School National Honor Society Sponsor	\$ 823.00
High School Newspaper Sponsor	\$ 1,028.00
High School Speech & Debate/ Forensics	\$ 617.00
High School Student Council	\$ 617.00
High School Yearbook Sponsor	\$ 1,645.00
Middle School Academic Competition Bowl Sponsor	\$ 617.00
Middle School Department Chair	\$ 617.00
<b>Middle School ESE Teacher (Excluding Gifted)</b>	<b>\$ 1,500.00</b>
Middle School Grade Level Chair	\$ 617.00
Middle School Newspaper Sponsor	\$ 823.00
Middle School Yearbook Sponsor	\$ 1,028.00
<b>Resource Compliance Specialist (School-Based or District Equivalent)</b>	<b>\$ 1,500.00</b>
Special Olympics Director	\$ 823.00
Test Coordinator, 1201 ≤ SFTE ≤ 1600	\$ 1,128.00
Test Coordinator, 1601 ≤ SFTE ≤ 2000	\$ 1,228.00
Test Coordinator, 2001 ≤ SFTE	\$ 1,328.00
Test Coordinator, 801 ≤ SFTE ≤ 1200	\$ 1,028.00
Test Coordinator, SFTE ≤ 800	\$ 928.00

**Abbreviation(s) Key:**

ESE = Exceptional Student Education

SFTE = Student Full Time Equivalent

**The School District of Osceola County, Florida  
Supplements Schedule**

*Tentative Agreement by Instructional Employees Bargaining Leadership Team (BLT): October 07, 2021*

*Ratified by Osceola County Education Association (OCEA): November \_\_, 2021*

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<b><u>OTHER</u></b>	<b>Amount</b>
Behavioral Center School Lead	\$ 1,028.00
<b>Behavioral Center School Teacher, ESE</b>	<b>\$ 1,500.00</b>
Behavioral Center School Teacher, Non-ESE	\$ 617.00
Speech Pathologist / Audiologist	\$ 617.00
Teacher-Non ESE (DJJ & OASIS)	\$ 1,028.00
Green Champion	\$ 617.00
Wellness Coordinator	\$ 617.00

**Abbreviation(s) Key:**

ESE = Exceptional Student Education

**Note:**

The supplements for Elementary School Extracurricular Sponsor, Middle School Academic Competition Bowl Sponsor, and High School Academic Competition Bowl Sponsor may also include employees who are assigned roles which coordinate academic competitions such as Battle of the Books, etc.

## 2021-22 Salary Increase

In compliance with the requirements of state law [e.g., Sections 1011.62, 1012.02, 1012.22, and 1012.34, Florida Statutes; 2021-2022 General Appropriations Act (GAA), 2021-2022 Education Appropriations Implementing Bill, House Bill 5101, etc.] and the performance pay salary schedule as bargained, each instructional bargaining unit employee who currently receives a minimum base salary:

1. less than \$47,500 shall receive a recurring salary increase equal to the greater of \$800 or the amount required to attain a salary of \$47,500;
2. equal to or greater than \$47,500 shall receive a recurring salary increase as follows:
  - \$1150, or twenty-three (23) salary schedule levels, for instructional employees whose final summative evaluation rating is “Highly Effective”;
  - \$900, or eighteen (18) 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
  - \$800, or sixteen (16) salary schedule levels, for instructional employees whose final summative evaluation rating is “Effective”

Per our current contract, each contractual salary level increases by increments of \$50. Salary increases are negotiated in terms of these increments in order to meet the requirements of Section 1012.22 – Public school personnel; powers and duties of the district school board, Florida Statutes .

Example 1: If an instructional employee's original base salary is on Level 133 at \$46,100, then the employee is eligible for the new minimum base salary and now moves up to Level 161 at \$47,500. This employee receives a salary increase of \$1,400 per the terms of the tentative agreement and in compliance with state law.

Example 2: If an instructional employee's original base salary is on Level 160 at \$47,450, then the employee is eligible for an \$800 salary increase and now moves up to Level 176 at \$48,250 per the terms of the tentative agreement and in compliance with state law.

Example 3: If an instructional employee's original base salary is already on Level 161 at \$47,500, and the employee is on the Performance Salary Schedule and earns a final summative evaluation rating of "Highly Effective," then the employee is eligible for a salary increase of \$1,150 (e.g., 23 levels) and now moves up to Level 184 at \$48,650 per the terms of the tentative agreement and in compliance with state law.

Example 4: If an instructional employee's original base salary is already on Level 161 at \$47,500, and the employee is on the Grandfather Salary Schedule (e.g., Professional Service Contract status; or Continuing Contract status), then the employee is eligible for a salary increase of \$900 (e.g., 18 levels) and now moves up to Level 179 at \$48,400 per the terms of the tentative agreement and in compliance with state law.

Example 5: If an instructional employee's original base salary is already on Level 161 at \$47,500, and the employee is on the Performance Salary Schedule and earns a final summative evaluation rating of "Effective," then the employee is eligible for a salary increase of \$800 (e.g., 16 levels) and now moves up to Level 177 at \$48,300 per the terms of the tentative agreement and in compliance with state law.

Advanced degree supplements are separate from the instructional employee's base salary.

- To calculate the *original* base salary for instructional employees with eligible advanced degrees, subtract the amount of the advanced degree supplement.
- To calculate the *new* base salary for instructional employees with eligible advanced degrees, determine the amount of the salary increase for which the employee is eligible (e.g., listed above), and add that amount to the employee's *original* base salary.
- Then, to calculate the employee's total compensation, add the amount of the advanced degree supplement for which the employee is eligible.

<b>Simplified Salary Schedule</b>	<b>Level</b>	<b>Bachelor's</b>	<b>Master's</b>	<b>Specialist</b>	<b>Doctorate</b>
<b>Advanced Degree Supplements &gt;&gt;&gt;</b>	N/A	N/A	\$ 2,900.00	\$ 4,185.00	\$ 5,685.00
<b>2021-22 Starting Salary &gt;&gt;&gt;</b>	161	\$ 47,500.00	\$ 50,400.00	\$ 51,685.00	\$ 53,185.00
<b>2021-22 Ending Salary &gt;&gt;&gt;</b>	873	\$ 83,100.00	\$ 86,000.00	\$ 87,285.00	\$ 88,785.00

**Tentative Agreement by Instructional Employees Bargaining Leadership Team (BLT): October 07, 2021**  
**Ratified by Osceola County Education Association (OCEA): November \_\_, 2021**  
**Ratified by Osceola County School Board (OCSB): December 07, 2021**

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# **Supplementary Information Regarding State Law**

**The information in this section provides a summary of requirements in existing state law that govern instructional employees' salary negotiations for both parties.**

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## 2021 Education Appropriations Legislation that Governs Instructional Employees' Salary Negotiations

### 1. Teacher and Principal Bonus Appropriations Authorization

[2021-2022 General Appropriations Act (GAA), page 436]

“SECTION 46. For Fiscal Year 2020-2021, there is hereby appropriated to the Department of Education in the Federal Grants Trust Fund the nonrecurring sum of \$215,725,460, from the state education agency's portion of the funds awarded to the department in the American Rescue Plan (ARP) Act. These funds are provided for the department to provide full time classroom teachers, to include certified prekindergarten teachers funded in the Florida Education Finance Program, and principals in district schools and charter schools and the Florida School for the Deaf and Blind with a one-time bonus of \$1,000. In addition to funds for the \$1,000 bonus, funds are provided for the employer share of FICA and \$3,519,100 for the department to administer the program. The unexpended balance of funds as of June 30, 2021, shall revert and is appropriated for Fiscal Year 2021-2022 to the department for the same purpose. This section shall take effect upon becoming a law.”

#### Notes:

- The Legislature selected the State Education Agency's (SEA's) share of the revenue from the American Rescue Plan Act (ARP) as the source to pay for these bonuses.
- The Legislature did not use funds from Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act Elementary and Secondary School Emergency Relief Fund II (ESSER II) for this initiative.

### 2. Teacher Salary Increase Allocation

[2021-2022 General Appropriations Act (GAA), pages 22-23]

“SECTION 2.

90 AID TO LOCAL GOVERNMENTS  
GRANTS AND AIDS - FLORIDA EDUCATIONAL  
FINANCE PROGRAM  
FROM GENERAL REVENUE FUND . . . . 9,294,820,217  
FROM STATE SCHOOL TRUST FUND . . . . 144,273,902

Funds provided in Specific Appropriations 7 and 90 shall be allocated using a base student allocation of \$4,372.91 for the FEFP.

From the funds in Specific Appropriations 7 and 90, \$550,000,000 is provided for the Teacher Salary Increase Allocation, pursuant to section 1011.62, Florida Statutes.

Eighty percent of the total allocation is provided for school districts to increase the minimum base salary for full-time classroom teachers as defined in section 1012.01(2)(a), Florida Statutes, plus certified prekindergarten teachers funded in the Florida Education Finance Program, but not including substitute teachers, to at least \$47,500, or to the maximum amount achievable based on the school district's allocation. No eligible full-time classroom teacher shall receive a base salary less than the minimum base salary as adjusted by the school district's allocation.

Twenty percent of the total allocation, plus any remaining funds from the district's share of the eighty percent allocation, shall be used by school districts as specified in section 1011.62, Florida Statutes.”

### 3. Performance and Grandfather Salary Schedules

[2021-2022 Education Appropriations Implementing Bill, House Bill 5101, page 22]

"5. Performance salary schedule. ...

a. Base salary. — The base salary shall be established as 532 follows: 533

(II) ~~Beginning July 1, 2014,~~ Instructional personnel, or school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a position in the district in the capacity of instructional personnel or school administrator shall be placed on the performance salary schedule. Beginning July 1, 2021, and until such time as the minimum base salary as defined in s. 1011.62(16), equals or exceeds \$47,500, the annual increase to the minimum base salary shall not be less than 150 percent of the largest adjustment made to the salary of an employee on the grandfathered salary schedule. Thereafter, the annual increase to the minimum base salary shall not be less than 75 percent of the largest adjustment for an employee on the grandfathered salary schedule. ...

b. Salary adjustments. — Salary adjustments for highly effective or effective performance shall be established as follows:

(I) The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district.

(II) The annual salary adjustment under the performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification.

(III) ~~A~~ The performance salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year."

**Note:** This bill amends *Section 1012.22(1)(c)(5) – Public school personnel; powers and duties of the district school board, Florida Statutes*, to read as above.

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### Section 1011.62(18) – Funds for the operation of schools

(18) TEACHER SALARY INCREASE ALLOCATION.—The Legislature may annually provide in the Florida Education Finance Program a teacher salary increase allocation to assist school districts in their recruitment and retention of classroom teachers and other instructional personnel. The amount of the allocation shall be specified in the General Appropriations Act.

(a) Each school district shall receive an allocation based on the school district's proportionate share of the base FEFP allocation. Each school district shall provide each charter school within its district its proportionate share calculated pursuant to s. 1002.33(17)(b).

(b) Allocation funds are restricted in use as follows:

1. Each school district and charter school shall use its share of the allocation to increase the minimum base salary for full-time classroom teachers, as defined in s. 1012.01(2)(a), plus certified prekindergarten teachers funded in the Florida Education Finance Program, to at least \$47,500, or to the maximum amount achievable based on the allocation and as specified in the General Appropriations Act. The term “minimum base salary” means the lowest annual base salary reported on the salary schedule for a full-time classroom teacher. No full-time classroom teacher shall receive a salary less than the minimum base salary as adjusted by this subparagraph. This subparagraph does not apply to substitute teachers.

2. In addition, each school district shall use its share of the allocation to provide salary increases, as funding permits, for the following personnel:

a. Full-time classroom teachers, as defined in s. 1012.01(2)(a), plus certified prekindergarten teachers funded in the Florida Education Finance Program, who did not receive an increase or who received an increase of less than 2 percent under subparagraph 1. or as specified in the General Appropriations Act. This subparagraph does not apply to substitute teachers.

b. Other full-time instructional personnel as defined in s. 1012.01(2)(b)-(d).

3. A school district or charter school may use funds available after the requirements of subparagraph 1. are met to provide salary increases pursuant to subparagraph 2.

4. A school district or charter school shall maintain the minimum base salary achieved for classroom teachers provided under subparagraph 1. and may not reduce the salary increases provided under subparagraph 2. in any subsequent fiscal year, unless specifically authorized in the General Appropriations Act.

(c) Before distributing allocation funds received pursuant to paragraph (a), each school district and each charter school shall develop a salary distribution plan that clearly delineates the planned distribution of funds pursuant to paragraph (b) in accordance with modified salary schedules, as necessary, for the implementation of this subsection.

1. Each school district superintendent and each charter school administrator must submit its proposed salary distribution plan to the district school board or the charter school governing body, as appropriate, for approval.

2. Each school district shall submit the approved district salary distribution plan, along with the approved salary distribution plan for each charter school in the district, to the department by October 1 of each fiscal year.

(d) In a format specified by the department, provide as follows:

1. By December 1, each school district shall provide a preliminary report to the department that includes a detailed summary explaining the school district’s planned expenditure of the entire allocation for the district received pursuant to paragraph (a), the amount of the increase to the minimum base salary for classroom teachers pursuant to paragraph (b), and the school district’s salary schedule for the prior fiscal year and the fiscal year in which the base salary is increased. Each charter school governing board shall submit the information required under this subparagraph to the district school board for inclusion in the school district’s preliminary report to the department.

2. By February 1, the department shall submit to the Governor, the President of the Senate, and the Speaker of the House of Representatives a statewide report on the planned expenditure of the teacher

salary increase allocation, which includes the detailed summary provided by each school district and charter school.

3. By August 1, each school district shall provide a final report to the department with the information required in subparagraph 1. for the prior fiscal year. Each charter school governing board shall submit the information required under this subparagraph to the district school board for inclusion in the school district's final report to the department.

(e) Although district school boards and charter school governing boards are not precluded from bargaining over wages, the teacher salary increase allocation must be used solely to comply with the requirements of this section. A district school board or charter school governing board that is unable to meet the reporting requirements specified in paragraph (c) or paragraph (d) due to a collective bargaining impasse must provide written notification to the department or the district school board, as applicable, detailing the reasons for the impasse with a proposed timeline and details for a resolution.

(f) Notwithstanding any other provision of law, funds allocated under this subsection shall not be included in the calculated amount for any scholarship awarded under chapter 1002.

**Note:** This statute is still in effect and governs the **Teacher and Principal Bonus Appropriations Authorization**.