

# **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, 2023, through June 30, 2024***

**Tentative Agreement, July 25, 2023**

***Pending Ratification by Both Parties***

**Effective July 01, 2023**

**Dr. Mark Shanoff,  
Superintendent**

**Janet Moody,  
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 **2023-24** School Year**

**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>May 18, 2023</b>
<b>Date of Revised Proposal:</b>	<b>July 25, 2023</b>
<b>Date of Tentative Agreement:</b>	<b>July 25, 2023</b>
<b>Contract Expiration Date:</b>	<b>June 30, 2024</b>

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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**

- **Recurring Retention Supplement that is:**
  - equal to 5% of each individual currently employed instructional employee’s 2022-23 minimum base salary (and rounded up to the next highest \$50 increment on the existing salary schedule);
  - eligible for inclusion within calculations of the individual employee’s Florida Retirement System (FRS) retirement benefits;
  - an ongoing commitment to the compensation of eligible individual employees who continue to work for the School District without a break in service; and
  - in compliance with Sections 121.021 and 1012.22, Florida Statutes;
- 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:**
    - **\$1,200, or twenty-four (24) salary schedule levels**, for instructional employees whose final summative evaluation rating is “Highly Effective”;
    - **\$900, or twelve (12) 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>\$1,200</b>	<b>24</b>
• <b>Grandfathered</b>	<b>\$900</b>	<b>18</b>
• <b>Effective</b>	<b>\$900</b>	<b>18</b>

- 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:

- continue to provide our employees with health insurance coverage options, including a no-cost option for the individual employee;
- implement innovations and enhancements to provide cost-savings and new choices for our employees and their families; and
- ensure 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*
- *Article 10.11 [Pallbearer-Bereavement Leave]*

*The school principal or any department head is authorized to approve any 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). This leave time shall be in addition to the employee's sick leave.*

- *Article 4.13-2 [Professional Development Stipend]*

*In-service training and planning on a non-duty day will be compensated at a minimum of \$70 for a three (3) hour day and \$140 for a six (6) hour day, provided the funding is available. Non-monetary consideration in lieu of the above may be agreed to between the administrator*

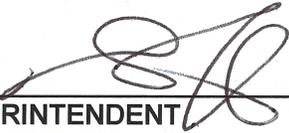
and the employee. This provision shall apply to compensate teachers newly hired to the School District for work performed prior to the start of their contract. Such payment shall be authorized only upon successful completion, including all work submitted.

All calculations and payments of the items within this tentative agreement for eligible instructional bargaining unit employees shall be paid no earlier and no later 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



SUPERINTENDENT  
Mark Shanoff

OSCEOLA COUNTY  
EDUCATION ASSOCIATION



OCEA PRESIDENT and  
CHIEF NEGOTIATOR FOR OCEA  
Janet Moody



CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**Date: July 25, 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	waived for preferred generics	waived for preferred generics	No Deductible	\$300	\$300	No Deductible	\$75	waived for preferred generics
Preferred Generic	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preferred Brand	\$45	20% up to \$75	20% up to \$75	\$45	20% up to \$75	20% up to \$75	\$40	\$10	\$10
Non-Preferred Brand	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	20% up to \$50	50% up to \$150
Specialty	\$75	Not Covered	Not Covered	50% up to \$200	Not Covered	Not Covered	50% up to \$200	Not Covered	Not Covered
International Program with Elect Rx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**Remove Advent Health from Tier 3 RBP for all plans**





# **Memoranda of Understanding**

- 1. 2022-23 Uni-SIG Grant Impact [Central Avenue Elementary School and Highlands Elementary School]***
- 2. 2022-23 One-Time Non-Recurring Inflation Supplement***
- 3. 2023-24 Uni-SIG Grant Impact [Central Avenue Elementary School and Highlands Elementary School]***
- 4. 2023-24 Uni-SIG Grant Impact [Liberty High School]***
- 5. 2023-24 Flex Day***

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**MEMORANDUM OF UNDERSTANDING –  
2022-23 Unified School Improvement Grant (UniSIG) Impact,  
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 *2022-23 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 *2022-23 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 *2022-23 Unified School Improvement Grant (UniSIG)* as established by the Florida Department of Education:
  - "Have a 2022 three-year aggregate Math or English Language Arts (ELA) State Value Added Model (VAM) calculation that includes student data from 2018-19, 2020-21, and a 2021-22 school year VAM rating of Highly Effective or Effective. Algebra I teachers can use a one-year state VAM from 2022;
  - Have ten (10) assessments/ observations within the state VAM\*; and
  - Teach at a Title I school identified as Comprehensive Support and Improvement (CSI) with a 2021-22 school grade of 'D' or 'F' as of September 15, 2022."
  - In addition, eligible instructional employees shall have a start date of no later than September 15, 2022.

*\*The aggregate number of students with assessment results available for use in the calculation of the individual teacher's VAM rating; the minimum sample size permitted is ten (10).*

- During this UniSIG grant period (e.g., 2022-23 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 ~~two (2)~~ <sup>one (1)</sup> year period of the grant.
- If an instructional employee leaves Central Avenue Elementary School or Highlands Elementary School prior to the end of the two (2) 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 ~~two (2)~~ <sup>one (1)</sup> year of the period of the grant.

**OSCEOLA COUNTY  
SCHOOL BOARD**

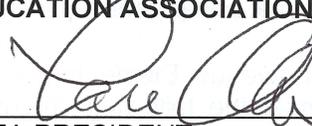


SUPERINTENDENT  
Debra Pace



CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**



OCEA PRESIDENT  
Lare Allen



CHIEF NEGOTIATOR FOR OCEA  
Janet Moody

**Date: September 08, 2022**

**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:
  - \$7,500 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**

  
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**SUPERINTENDENT**  
 Mark Shanoff

  
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**CHIEF NEGOTIATOR FOR OCSB**  
 John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**

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**OCEA PRESIDENT and  
CHIEF NEGOTIATOR FOR OCEA**  
 Janet Moody

**Date: July 25, 2023**

**MEMORANDUM OF UNDERSTANDING –  
2022-23 One-Time, Non-Recurring Inflation Supplement,  
Instructional Employees**

Whereas, the School District of Osceola County, Florida, (SDOC) 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 reached tentative agreement upon salaries and benefits for Instructional employees for the current 2022-23 school year on May 19, 2022, and ratified this agreement on August 24, 2022, pursuant to related state law;

Whereas, both parties agree that these ratified salaries and benefits for Instructional employees for the current 2022-23 school year have been paid on an ongoing basis since the employee's first workday of this current 2022-23 school year;

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

Whereas, both parties recognize the need to provide School District employees with additional compensation as feasible in a timely and fiscally responsible manner;

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

- Management shall provide a **one-time, non-recurring inflation supplement in the amount of \$2,000** for each Instructional employee who is employed with the School District on the date that both parties reach tentative agreement and sign this Memorandum of Understanding;
- Payment of this supplement to eligible Instructional employees shall be made no later than two (2) pay periods after the date of this Memorandum of Understanding; and
- The funding source for this supplement shall be the School District's existing Elementary and Secondary School Emergency Relief (ESSER) and American Rescue Plan (ARP) funds that expire September 30, 2024;
- This one-time, non-recurring inflation supplement is in addition to and does not replace the negotiation of recurring salaries and benefits for the 2023-24 school year;
- Both parties shall return to the bargaining table for the purpose of negotiations of salaries, and benefits for the 2023-24 school year no later than May 31, 2023. *Cost of Living Adjustment (COLA)*
- The above terms and conditions shall expire on June 30, 2023.

**OSCEOLA COUNTY SCHOOL BOARD**

**OSCEOLA COUNTY EDUCATION ASSOCIATION**

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SUPERINTENDENT  
Debra Pace

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

*John Boyd*  
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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

*Janet Moody*  
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CHIEF NEGOTIATOR FOR OCEA  
Janet Moody

**Date: April 13, 2023**

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**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**



**SUPERINTENDENT  
Mark Shanoff**

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**

  
**OCEA PRESIDENT and  
CHIEF NEGOTIATOR FOR OCEA  
Janet Moody**  
**CHIEF NEGOTIATOR FOR OCSB  
John Boyd**

**Date: June 28, 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**

If one or more of the above dates must be used for a hurricane make-up date and cannot be used as Flex Day opportunities as a result, then both parties agree to bargain the impact to provide a mutually agreed upon remedy for the instructional employees who may be affected.

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.

OSCEOLA COUNTY  
SCHOOL BOARD



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SUPERINTENDENT  
Mark Shanoff

OSCEOLA COUNTY  
EDUCATION ASSOCIATION



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OCEA PRESIDENT and  
CHIEF NEGOTIATOR FOR OCEA  
Janet Moody



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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

Date: **July 12, 2023**

# **Contract Language**

- 1. *Article 4.13-2 [Professional Development Stipend]\****
- 2. *Article 10.11 [Pallbearer/ Bereavement Leave]\****
- 3. *Article 16.02 [Credit for Years of Service for Retired Educators]***
- 4. *Appendix A-1 [Adjunct Hourly Pay Schedule]***

*\*These items are included within the Salaries and Benefits Package Proposal document.*

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**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

JTB [Signature] jm

## 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.

**District's Response**

Date: February 09, 2023; April 13, 2023

**APPENDIX A-1: Adjunct Hourly Pay Schedule**

<u>Category</u>	<u>Hourly Rate of Pay</u>
<b><u>Adult Learning Center Osceola</u></b>	
Non-Certified Test Administrators (TABE, GED, CCC Lab Proctors)	\$ 15.00
Voc. 7 / FDLE Certified	\$ 22.00
Bachelor Degree	\$ 26.60
Advanced Degree	\$ 28.00
<b><u>Technical Education Center Osceola</u></b>	
Vocational 7 Certification	\$ 26.60
Bachelor Degree	\$ 28.00
Master/ Advanced Degree	\$ 30.00
<b><u>Criminal Justice Academy</u></b>	
Recruit Class Instructor	\$ 26.60
Advanced/Specialized Course Instructor (Trust Funded)	\$ 28.00
Train the Trainer Courses (Trust Funded)	\$ 32.00
<b><u>Health Sciences Department</u></b>	
Registered Nurse	\$ 26.60
Bachelor of Science/Nursing (BSN)	\$ 28.00
Master of Science/Nursing (MSN)	\$ 30.00

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.

TA 04/13/23  
 

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## 2023 Florida Laws that Govern Instructional Employees' Salary Negotiations

**Note: State laws are quoted in part for convenience and clarity. The titles of the state laws link to the state laws in their entirety.**

### 1. Classroom Teacher and Other Instructional Personnel Salary Increase (CTOIPS) [formerly Teacher Salary Increase Allocation (TSIA)]

[\[2023-2024 General Appropriations Act \(GAA\), Senate Bill 2500 \(2023\); Approved June 15, 2023; page 24\]](#)

“From the funds in Specific Appropriations 5 and 80, 4.52 percent, or \$802,474,026, of the base Florida Education Finance Program funding is provided to maintain prior year salary increases provided to classroom teachers and other instructional personnel through the Teacher Salary Increase Allocation.”

[\[2023-2024 Education Conforming Bill, House Bill 5101 \(2023\); Approved July 01, 2023; page 55\]](#)

“(14) CLASSROOM TEACHER AND OTHER INSTRUCTIONAL PERSONNEL SALARY INCREASE. – The Legislature shall may annually apportion an amount of funds provided in the Florida Education Finance Program to assist school districts and charter schools in their compliance with the requirement that the minimum base salary for full-time classroom teachers, as defined in s. 1012.01(2)(a), and certified prekindergarten teachers funded in the Florida Education Finance Program is at least \$47,500 or to provide salary increases to instructional personnel, as defined in s. 1012.01(2)(a)-(d), in a manner that best meets the needs of the school district or charter school. This subsection does not apply to substitute teachers. The amount and distribution methodology for the funding shall be specified in the General Appropriations Act.”

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### 2. Performance and Grandfather Salary Schedules

[Section 1012.22\(1\)\(c\) – Public school personnel; powers and duties of the district school board, Florida Statutes](#)

“(1)(c) Compensation and salary schedules. –

1. Definitions. – As used in this paragraph:

a. “Adjustment” means an addition to the base salary schedule that is not a bonus and becomes part of the employee’s permanent base salary and shall be considered compensation under s. 121.021(22). ...

g. “Supplement” means an annual addition to the base salary for the term of the negotiated supplement as long as the employee continues his or her employment for the purpose of the supplement. A supplement does not become part of the employee’s continuing base salary but shall be considered compensation under s. 121.021(22). ...

2. Cost-of-living adjustment. – A district school board may provide a cost-of-living salary adjustment if the adjustment:

- a. Does not discriminate among comparable classes of employees based upon the salary schedule under which they are compensated.
- b. Does not exceed 50 percent of the annual adjustment provided to instructional personnel rated as effective. ...

5. Performance salary schedule. ...

a. Base salary. – The base salary shall be established as follows:

(II) 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(14), 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 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. ...

If budget constraints in any given year limit a district school board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the district. Any compensation for longevity of service awarded to instructional personnel who are on any other salary schedule must be included in calculating the salary adjustments required by sub-subparagraph b."

**Section 1011.62(14) – Funds for the operation of schools**

“(14) 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."

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### 3. Definition of Compensation Included within Florida Retirement System Benefits

#### Section 121.021(22) – Definitions [Florida Retirement System], Florida Statutes

"(22) 'Compensation' means the monthly salary paid a member by his or her employer for work performed arising from that employment.

(a) Compensation shall include: ...

3. Payments in addition to the employee's base rate of pay if all the following apply:

a. The payments are paid according to a formal written policy that applies to all eligible employees equally; ...

c. The payments are paid for as long as the employee continues his or her employment; and

d. The payments are paid at least annually. ..."