

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, 2020 through June 30, 2021

Tentative Agreement, October 27, 2020

Pending Ratification by Both Parties

Effective July 01, 2020

**Dr. Debra Pace,
Superintendent**

**Lare Allen,
OCEA President**

Salary and Benefits Package Proposal

The School District of Osceola County Salaries and Benefits Package

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

for

Instructional Employees



Date: October 27, 2020

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Osceola County School Board Salary and Benefits Negotiations Proposal for the 2020-21 School Year 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. Salary Negotiations

On June 24, 2020, Governor DeSantis signed into law *House Bill 641 – Funds for the Operations of Schools*, which amends *Section 1011.61 – Definitions, Florida Statutes*, and creates a new categorical entitled the “Teacher Salary Increase Allocation.”

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 *Section 1002.33(17)(b) – Charter Schools, Florida Statutes*.

The allocation of funds is restricted as follows:

- 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 *Section 1012.01(2)(a) – Definitions, Florida Statutes*, (see Statutory Definitions section below) plus certified prekindergarten teachers funded in the Florida Education Finance Program (FEFP), 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 requirement does not apply to substitute teachers.
- In addition, each school district or charter school shall use its share of the allocation to provide salary increases, as funding permits, for the following personnel:
 - Full-time classroom teachers, as defined in *Section 1012.01(2)(a) – Definitions, Florida Statutes*, (see Statutory Definitions section below) 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 two percent under 1 above or as specified in the General Appropriations Act. This requirement does not apply to substitute teachers.
 - *Further, the proviso language in House Bill 5001 – General Appropriations Act, signed by the Governor on June 29, 2020, stipulates that eighty percent (80%) of the total allocation is provided to increase the minimum base salary for full-time classroom teachers as defined in Section 1012.01(2)(a) – Definitions, Florida Statutes, plus*

certified prekindergarten teachers funded in the FEFP, but not including substitute teachers, to at least \$47,500, or to the maximum amount achievable based on the school district's or charter school's allocation.

- Other full-time instructional personnel as defined in *Section 1012.01(2)(b)-(d) – Definitions, Florida Statutes* (see *Statutory Definitions* section below).
- *Further, the proviso language in House Bill 5001 – General Appropriations Act, signed by the Governor on June 29, 2020, stipulates that twenty percent (20%) of the total allocation, plus any remaining funds from the district's share of the 80% allocation, shall be used by school districts and charter schools as specified in Section 1011.62 – Funds for operation of schools, Florida Statutes.*
- A school district or charter school may use funds available after requirements of 1 above are met to provide salary increases pursuant to 2 above.
- A school district or charter school shall maintain the minimum base salary achieved for classroom teachers provided under 1 above and may not reduce the salary increases provided under 2 above in any subsequent fiscal year, unless specifically authorized in the General Appropriations Act.
- Before distributing the funds, each school district and each charter school must develop a salary distribution plan that clearly delineates the planned distribution of funds in accordance with modified salary schedules, as necessary, for the implementation of this provision.
- 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.
- Each school district must submit the approved district salary distribution plan, along with the approved salary distribution plan for each charter school in the district, to the Florida Department of Education by October 1 of each fiscal year.
- By December 1, each school district must provide a preliminary report to the Florida Department of Education of Education that includes a detailed summary explaining the school district's planned expenditure of the entire allocation received by the district, the amount of the increase to the minimum base salary for classroom teachers, 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 must submit the information required under this subparagraph to the district school board for inclusion in the school district's preliminary report to the Florida Department of Education.

- By August 1, each school district must provide a final report to the Florida Department of Education with the information relating to the increase in the minimum base salary for full-time classroom teachers for the prior fiscal year. Each charter school governing board must submit the required information to the district school board for inclusion in the school district's final report to the Florida Department of Education.
- 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 above due to a collective bargaining impasse must provide written notification to Florida Department of Education or district school board, as applicable, detailing the reasons for the impasse with a proposed timeline and details for a resolution.
- **Statutory Definitions**

Per Section 1012.01(2)(a)-(d) – Definition, Florida Statutes, the following terms shall have the following meanings, as used in this chapter of state law:

(2) INSTRUCTIONAL PERSONNEL.—“Instructional personnel” means any K-12 staff member whose function includes the provision of direct instructional services to students. Instructional personnel also includes K-12 personnel whose functions provide direct support in the learning process of students. Included in the classification of instructional personnel are the following K-12 personnel:

(a) Classroom teachers.—Classroom teachers are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, exceptional student education, career education, and adult education, including substitute teachers.

(b) Student personnel services.—Student personnel services include staff members responsible for: advising students with regard to their abilities and aptitudes, educational and occupational opportunities, and personal and social adjustments; providing placement services; performing educational evaluations; and similar functions. Included in this classification are certified school counselors, social workers, career specialists, and school psychologists.

(c) Librarians/media specialists.—Librarians/media specialists are staff members responsible for providing school library media services. These employees are responsible for evaluating, selecting, organizing, and managing media and technology resources, equipment, and related systems; facilitating access to information resources beyond the school; working with teachers to make resources available in the instructional programs; assisting teachers and students in media productions; and instructing students in the location and use of information resources.

(d) *Other instructional staff.* — Other instructional staff are staff members who are part of the instructional staff but are not classified in one of the categories specified in paragraphs (a)-(c). Included in this classification are primary specialists, learning resource specialists, instructional trainers, adjunct educators certified pursuant to s. 1012.57, and similar positions.

- **The above statutory requirements and resulting allocation from the Florida Legislature direct the School District of Osceola County as follows:**
 - **2021 Teacher’s Salary Increase Allocation (TSIA), Osceola County = \$ 12,106,414.00**
 - **School District Share = \$ 9,518,411.76**
 - **Charter School Share = \$ 2,588,002.24**
 - **Part 1, Eighty (80%) of TSIA = \$46,100 per eligible full-time classroom teacher (e.g., 2,127 teachers)**
 - **Part 2, Twenty (20%) of TSIA =**
 - **Non-classroom instructional employees shall make no less than \$46,100 (e.g., 259 teachers).**
 - **Per state law, instructional employees who are not eligible to receive a salary increase in Part 1 or who receive an increase of less than two percent (2%) in Part 1 shall also be eligible in Part 2.**
 - **\$650 per eligible full-time instructional employee at \$46,100 to \$50,000 (e.g., 636 teachers)**
 - **\$750 per eligible full-time instructional employee at \$50,001 to \$55,000 (e.g., 307 teachers)**
 - **\$1000 per eligible full-time instructional employee over \$55,000 (e.g., 345 teachers)**
- **The above numbers of eligible teachers used in the School District's calculations of related salary increases may vary depending upon teachers employed at the time of this proposal.**
- **Any funds remaining from Part 1 shall be used toward Part 2 per state law.**
- **The recurrence of these 2020-21 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.**

2. Design changes to our School District’s major medical Health Insurance Plan 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 (e.g., pages 06 – 07 of this document);

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*;

5. Flexibility for Certification Requirements for Affected Teachers; and the

- The Superintendent agrees to exercise her authority granted per *State Board of Education Rules*, on behalf of affected teachers who cannot complete specific certification requirements as a result of the global Coronavirus/ COVID-19 Pandemic, to provide to the Florida Department of Education:
 - a statement certifying to extenuating circumstances beyond the control of the affected teacher to earn such required college course or equivalent in-service credit during the prescribed time [6A-1.0503 *Definition of Qualified Instructional Personnel*; e.g., college credit or equivalent in-service course requirements for Exceptional Student Education (ESE), English Speakers of Other Languages (ESOL), and Reading]; and
 - a request for a one-time extension of the affected teacher’s temporary certificate for one (1) additional year based on evidence that during the validity of the temporary certificate that the affected teacher experienced extenuating circumstances resulting in unexpected hardship that prevented the affected teacher from satisfying all requirements for the professional certificate [6A-4.004 *Florida Educator’s Certificates with Academic, Administrative, Degreed Career and Technical, and Specialty Class Coverages*; e.g., testing requirements]

6. Employee Recognition Committee

Both parties agree to convene an Employee Recognition Committee to discuss recommendations related to the recognition of outstanding employee work efforts during the 2020-21 school year.

7. Evaluation Committee

Both parties agree to convene an Evaluation Committee to discuss recommendations related to the evaluations of instructional employees who have provided digital instruction or simultaneous face-to-face and digital instruction during the 2020-21 school year.

8. Revised 2020-21 Contract that includes tentatively approved Memoranda of Understanding and contract language:

- **Memoranda of Understanding**

1. *Additional Earning Opportunities for Non-FTE Generating Programs*
2. *Additional Pre-Planning Day*
3. *Cost-Saving Innovations to the Health Insurance Benefits Plan*
4. *Flex Day*
5. *Florida Best and Brightest Teacher Program*
6. *Guiding Principles for Lesson Plans*
7. *Health Insurance Benefits Plan Design*
8. *Internal Transfers*
9. *Safe Return to School*
10. *SIG4 Grant Impact*
11. *State Requirements for School Improvement*

- **Contract Language**

1. *Article 1: Recognition and Definitions [Inclusion of JROTC Instructors, Occupational Therapists, Physical Therapists, and Social Workers]*
2. *Article 2.01 [Negotiations Procedure]*
3. *Article 2.05 [Typographical Correction]*
4. *Article 5.08 [Planning]*
5. *Article 7.05-7 [Technical Clarification of Contract Types]*
6. *Article 15.07 [Telephone Bills Collection]*
7. *Article 16.02 [Salary Schedule Placement of JROTC Instructors, Occupational Therapists, and Social Workers]*
8. *Article 16.08 [Required Payroll Direct Deposit]*

While these documents were negotiated separately on different dates throughout the 2019-2020 and 2020-21 school years, the Memoranda of Understanding and contract language documents shall be considered as part of this salary and benefits proposal for the purposes of clarity for their ratification.

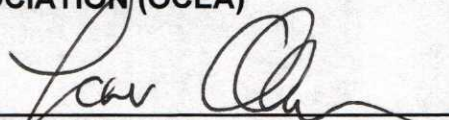
TENTATIVE APPROVAL

**OSCEOLA COUNTY SCHOOL BOARD
(OCSB)**

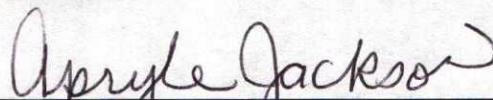


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY EDUCATION
ASSOCIATION (OCEA)**



OCEA PRESIDENT
Lare Allen



CHIEF NEGOTIATOR FOR OCEA
Apryle Jackson

Date: October 27, 2020

Memoranda of Understanding, 2019-20 and 2020-21

- 1. Additional Earning Opportunities for Non-FTE Generating Programs***
- 2. Additional Pre-Planning Day***
- 3. Cost-Saving Innovations to the Health Insurance Benefits Plan***
- 4. Flex Day***
- 5. Florida Best and Brightest Teacher Program***
- 6. Guiding Principles for Lesson Plans (2)***
- 7. Health Insurance Benefits Plan Design***
- 8. Internal Transfers***
- 9. Safe Return to School***
- 10. SIG4 Grant Impact***
- 11. State Requirements for School Improvement***
- 12. Green Champions***

MEMORANDUM OF UNDERSTANDING
Additional Earning Opportunities for Non-FTE Generating Programs,
Instructional Employees

Effective immediately, both parties agree to the following hourly rates for the non-FTE generating additional earning opportunities:

- Saturday/ After Hour Help Sessions
[Supplemental Academic Instruction (SAI), Title I, and Reading Categoricals) \$26.60/hour
- Summer Programs Including Reading Camps
[Supplemental Academic Instruction (SAI), Title I, and Reading Categoricals) \$26.60/hour
- Summer Voluntary Pre-K with Bachelors \$23.50/hour
- SPIRIT/ Twenty-First Century Learning Center Teacher \$26.60/hour
- SPIRIT/ Twenty-First Century Learning Center Coordinator \$31.60/hour

The parties further agree that these rates shall be reviewed by the Bargaining Leadership Team at the close of the **2020-21** school year and may be subject to change if an improved funding situation for the impacted programs exists.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Debra Pace

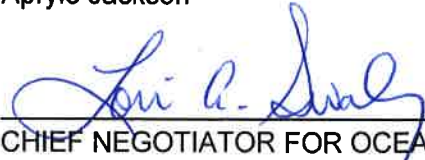


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: June 24, 2020

**MEMORANDUM OF UNDERSTANDING –
2020-21 Additional Pre-Planning Day, Instructional Employees**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association agree that providing employees with clear information regarding the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is a priority; and

Whereas, both parties agree that providing professional development for employees on the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is mutually beneficial for both administrators/ supervisors and employees;

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

1. One (1) additional Pre-Planning day shall be scheduled on **July 30, 2020**, for the purpose of providing professional development for employees on the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic;
2. The duration of this professional development opportunity shall be one (1) workday;
3. Participation in this professional development opportunity shall be voluntary for employees.
4. If an employee does not participate in this professional development opportunity on the scheduled day, then the employee shall remain responsible for obtaining the essential information from the employee's administrator/ supervisor and following related procedures.
5. Employees who are not already scheduled to work on the date scheduled for this professional development opportunity and who choose to participate shall be compensated at the employee's daily rate of pay for one (1) workday.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
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John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: June 24, 2020

**MEMORANDUM OF UNDERSTANDING –
Cost-Saving Innovations to the Health Insurance Benefits Plan, **Instructional Employees****

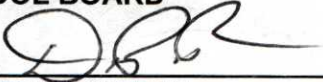
Whereas, the Osceola County School Board and the Osceola County Education Association believe that:

- providing competitive salaries and benefits for instructional employees is a priority in order to recruit and retain quality educators;
- acting upon innovative recommendations from our School District of Osceola County (SDOC) Department of Risk and Benefits Management and our health insurance benefits consultant, who is duly contracted with the School District to provide such innovations, in a more timely manner, may provide:
 - more effective and efficient medical care options that improve the overall health of our employees; and
 - greater cost savings for our employees as well as for our School District's Health Insurance Benefits Trust Fund.

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

1. Our SDOC Department of Risk and Benefits Management and our health insurance benefits consultant, who is duly contracted with the School District, may promptly proceed with such innovations to benefits within the Health Insurance Benefits Plan that may result in more service options and cost savings for the individual employee;
2. Our SDOC Department of Risk and Benefits Management shall communicate these innovations informally with the bargaining agent between meetings of the Health Insurance Benefits Committee; and
3. Our SDOC Department of Risk and Benefits Management shall communicate these innovations formally during the meetings of the Health Insurance Benefits Committee.
4. Employee participation in new service options shall be optional.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT

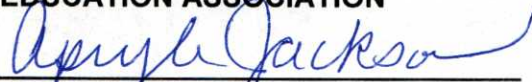
Debra Pace



CHIEF NEGOTIATOR FOR OCSB

John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT

Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA

Lori Swaby

Date: November 14, 2019

**MEMORANDUM OF UNDERSTANDING –
2020-21 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:
 - **October 12, 2020;**
 - **January 04, 2021;**
 - **March 12, 2021; or**
 - **May 27, 2021**
2. For the **2020-21** school year, the last possible workday prior to Pre-Planning shall be designated as **"Thursday, July 30, 2020,"** 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.
 - ***If an instructional employee attends the voluntary paid extra Pre-Planning Day on July 30, 2020, regarding Coronavirus/ COVID-19 protocols, then the last possible workday prior to Pre-Planning shall be designated as "Wednesday, July 29, 2020."***
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.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Debra Pace

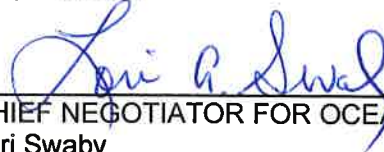


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: June 24, 2020

**JOINT MEMORANDUM OF UNDERSTANDING –
Florida Best and Brightest Teacher Program Awards,
Instructional Employees and Education Support Professionals (ESP)**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association acknowledge and seek to comply with:

- the definition of instructional employees within *Section 1012.01(02)(a) through (e) – Definitions, Florida Statutes*; and
- the requirements within *Section 1012.731 – The Florida Best and Brightest Teacher Program, Florida Statutes*;

Whereas, both parties understand that per state law, Osceola County charter schools shall receive their proportionate share of funds from the School District's allocation for the Florida Best and Brightest Teacher Program prior to any awards of these funds to the School District's eligible full-time Kindergarten through Grade 12 (K-12) or Adult Education instructional employees within traditional public schools;

Whereas, both parties understand that it is the intent of the Osceola County School Board to reward as many high performing eligible full-time K-12 or Adult Education instructional employees as possible with the funds within the School District's allocation for the Florida Best and Brightest Teacher Program;

Whereas, both parties understand that per state law, Pre-Kindergarten instructional and paraprofessional employees are **not** eligible for any award within the Florida Best and Brightest Teacher Program and shall be excluded from any determinations;

Whereas, both parties understand that per state law, Adult Education instructional employees may be eligible for an award within the Florida Best and Brightest Teacher Program and shall be included in any determinations;

Whereas, both parties understand that per state law, K-12 or Adult Education paraprofessional employees may be eligible for an award within the recognition award category only within the Florida Best and Brightest Teacher Program and shall be included in that determination;

Therefore, be it resolved that for the 2019-20 contract year, both parties agree to the following terms and conditions related to the School District's implementation of the Florida Best and Brightest Teacher Program:

1. General Criteria that Apply Across All Award Categories

- Pursuant to *Section 1012.731 – The Florida Best and Brightest Teacher Program, Florida Statutes*, all recruitment and retention awards shall be paid prior to any consideration of recognition awards.
- Any funds remaining after recruitment and retention awards shall be distributed as recognition awards.
- The amount of the recognition award shall be based upon:
 - The amount of the School District's final FEFP appropriation received from the Florida Department of Education (FLDOE) for the Florida Best and Brightest Teacher Program; and
 - the total number of eligible full-time K-12 or Adult Education instructional employee candidates.
- If the total number of eligible full-time K-12 or Adult Education instructional employee candidates requires a total amount for recognition awards that exceeds the amount of the School District's final FEFP appropriation received from FLDOE for the Florida Best and Brightest Teacher Program, then the final award amount shall be prorated accordingly for all eligible full-time K-12 or Adult Education employee candidates.
- All awards for eligible full-time K-12 or Adult Education instructional employee candidates shall be subject to appropriate employer and employee payroll taxes as required by state and federal law.
- **Schedule of Award Payments**
 - All retention and recognition awards for eligible full-time K-12 or Adult Education instructional employee candidates shall be paid in one (1) installment no later than the second paycheck in December.
 - All recruitment awards for eligible full-time K-12 or Adult Education instructional employee candidates shall be paid in two (2) installments: the first paycheck in December and the second paycheck in May.
 - Eligible full-time K-12 or Adult Education instructional employee candidates who are on approved Family Medical Leave Act (FMLA) leave on the scheduled date of an award payment shall still be eligible to receive the award payment.
- **Eligible full-time K-12 or Adult Education instructional employee candidates shall receive no more than one (1) type of award (e.g., recruitment, retention, or recognition).**
- All awards are dependent upon the final number of eligible full-time K-12 or Adult Education instructional and paraprofessional employee candidates and final determinations of the funds available within the School District's allocation received from FLDOE for the Florida Best and Brightest Teacher Program.

2. Retention Awards for Eligible Full-Time K-12 or Adult Education Instructional Employee Candidates within Section 1012.731 – The Florida Best and Brightest Teacher Program, Florida Statutes

- For the **retention award**, an eligible full-time K-12 or Adult Education instructional employee candidate shall meet the criteria established by the Florida Department of Education.
- The Florida Department of Education shall provide the School District with the list of schools whose eligible full-time K-12 or Adult Education instructional employee candidates qualify for the **retention award**.
- For the 2018-19 school year, the eligible schools in Osceola County include:

Code#	School Name	School Type
0155	Avant Garde Academy	Charter
0161	Avant Garde Academy K8 Osceola	Charter
0916	Canoe Creek Charter Academy	Charter
0863	Four Corners Charter School	Charter
0152	Four Corners Upper School	Charter
0853	New Dimensions High School	Charter
0881	P. M. Wells Charter Academy	Charter
0149	Renaissance Charter School At Poinciana	Charter
0171	Renaissance Charter School At Tapestry	Charter
0162	St. Cloud Preparatory Academy	Charter
0401	Boggy Creek Elementary School	Traditional
0902	Celebration High School	Traditional
0851	Cypress Elementary School	Traditional
0041	Discovery Intermediate School	Traditional
0011	Harmony Community School	Traditional
0300	Koa Elementary School	Traditional
0043	Narcoossee Elementary School	Traditional
0311	Neptune Middle School	Traditional
0921	Osceola County School For The Arts	Traditional
7004	Osceola Virtual Franchise (Secondary)	Traditional
0841	Poinciana High School	Traditional
0862	Professional & Technical High School	Traditional
0201	St. Cloud High School	Traditional
0958	Sunrise Elementary School	Traditional

- Per state law, an eligible full-time K-12 or Adult Education instructional employee candidate must teach in an eligible school for two (2) consecutive school years, including the current school year.
- Therefore, if an eligible full-time K-12 or Adult Education instructional employee candidate voluntarily transferred from an eligible school in 2018-19 school year to another school for the current 2019-20 school year, then the employee candidate shall no longer be eligible for the retention award.

- Pursuant to *Section 1012.731 – The Florida Best and Brightest Teacher Program, Florida Statutes*, the amount of the **retention award** for the 2019-20 school year shall be:
 - **\$2500** for an eligible full-time K-12 or Adult Education instructional employee candidate with a final summative evaluation rating of “Highly Effective” for the 2018-19 school year; and
 - **\$1000** for an eligible full-time K-12 or Adult Education instructional employee candidate with a final summative evaluation rating of “Effective” for the 2018-19 school year.

3. Recruitment Awards for Eligible Full-Time K-12 or Adult Education Instructional Employee Candidates within Section 1012.731, Florida Statutes

- For the **recruitment award**, an eligible full-time K-12 or Adult Education instructional employee candidate shall:
 - Be a new employee employed by the School District for the first time in the 2019-20 school year;
 - Be certified and employed as a reading, mathematics, science, computer science, or civics classroom teacher; and
 - Meet the requirements to be a “content expert” as defined within *Florida State Board of Education Emergency Rule 6AER19-01 Content Expert for Best and Brightest Recruitment Award*.
- The maximum amount of the **recruitment award** for the 2019-20 school year shall not exceed \$4,000.

4. Recognition Awards for Eligible Full-Time K-12 or Adult Education Instructional Employee Candidates within Section 1012.01(2)(a) through (d) – Definitions, Florida Statutes

- For the **recognition award**, an eligible full-time K-12 or Adult Education instructional employee candidate shall:
 - have been hired prior to the 2018-19 February Florida Education Finance Program (FEFP) Full Time Equivalency (FTE) Survey 3;
 - be currently employed with the School District in a K-12 or Adult Education instructional position listed in *Section 1012.01(2)(a), (b), (c), or (d) – Definitions, Florida Statutes*; and
 - have been rated as “Highly Effective” or “Effective” for the preceding school year (2018-19) pursuant to *Section 1012.34 – Personnel evaluation procedures and criteria, Florida Statutes*.
- The maximum amount of the **recognition award** for the 2019-20 school year shall not exceed:
 - ~~\$2075~~²⁰⁰⁰ for an eligible full-time K-12 or Adult Education instructional employee candidate with a final summative evaluation rating of “Highly Effective” for the 2018-19 school year; and
 - **\$850** for an eligible full-time K-12 or Adult Education instructional employee candidate with a final summative evaluation rating of “Effective” for the 2018-19 school year.

5. Recognition Awards for Eligible Full-Time K-12 or Adult Education Paraprofessional Employees within Section 1012.01(2)(e) – Definitions, Florida Statutes

- For the **recognition award**, an eligible full-time K-12 or Adult Education Paraprofessional employee candidate shall:
 - have been hired prior to the 2018-19 February Florida Education Finance Program (FEFP) Full Time Equivalency (FTE) Survey 3;
 - be currently employed with the School District in a K-12 or Adult Education Paraprofessional position listed in *Section 1012.01(2)(e) – Definitions, Florida Statutes*; and
 - have been evaluated for the preceding school year (2018-19).
- Per the School District's Professional Support Staff evaluation system and assessment instrument, employees earn scores on multiple factors.
- For the purposes of this **recognition award**, the scores for each evaluation system factor shall be averaged together.
- The eligible full-time K-12 or Adult Education paraprofessional employee candidate's resulting average score shall be within a range with "1" being the highest (e.g., Highly Effective) and above a "2.5" being the lowest (e.g., "Unsatisfactory").
- The maximum amount of the **recognition award** for the 2019-20 school year shall not exceed:
 - ~~\$500~~⁶⁵⁰ for an eligible full-time paraprofessional employee candidate with a resulting average score on the Professional Support Staff Assessment that is between a "1" and a "2" for the 2018-19 school year.

OSCEOLA COUNTY
SCHOOL BOARD

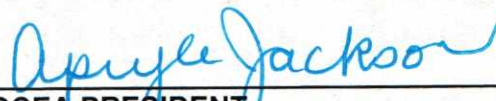


SUPERINTENDENT
Debra Pace

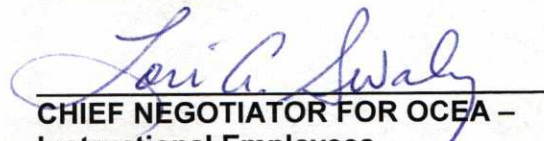


CHIEF NEGOTIATOR FOR OCSB
John Boyd

OSCEOLA COUNTY
EDUCATION ASSOCIATION



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA –
Instructional Employees
Lori Swaby



CHIEF NEGOTIATOR FOR OCEA –
Education Support Professionals
Barbara Gleason

Date: **October 10, 2019**

Related State Law

1012.01 Definitions. — As used in this chapter, the following terms have the following meanings:

(2) **INSTRUCTIONAL PERSONNEL.**—“Instructional personnel” means any K-12 staff member whose function includes the provision of direct instructional services to students. Instructional personnel also includes K-12 personnel whose functions provide direct support in the learning process of students. Included in the classification of instructional personnel are the following K-12 personnel:

- (a) *Classroom teachers.*—Classroom teachers are staff members assigned the professional activity of instructing students in courses in classroom situations, including basic instruction, exceptional student education, career education, or adult education, including substitute teachers. (This is for retention award)
- (b) *Student personnel services.*—Student personnel services include staff members responsible for: advising students with regard to their abilities and aptitudes, educational and occupational opportunities, and personal and social adjustments; providing placement services; performing educational evaluations; and similar functions. Included in this classification are certified school counselors, social workers, career specialists, and school psychologists.
- (c) *Librarians/media specialists.*—Librarians/media specialists are staff members responsible for providing school library media services. These employees are responsible for evaluating, selecting, organizing, and managing media and technology resources, equipment, and related systems; facilitating access to information resources beyond the school; working with teachers to make resources available in the instructional programs; assisting teachers and students in media productions; and instructing students in the location and use of information resources.
- (d) *Other instructional staff.*—Other instructional staff are staff members who are part of the instructional staff but are not classified in one of the categories specified in paragraphs (a)-(c). Included in this classification are primary specialists, learning resource specialists, instructional trainers, adjunct educators certified pursuant to s. 1012.57, and similar positions.
- (e) *Education paraprofessionals.*—Education paraprofessionals are individuals who are under the direct supervision of an instructional staff member, aiding the instructional process. Included in this classification are classroom paraprofessionals in regular instruction, exceptional education paraprofessionals, career education paraprofessionals, adult education paraprofessionals, library paraprofessionals, physical education and playground paraprofessionals, and other school-level paraprofessionals.

1012.731 The Florida Best and Brightest Teacher Program.—

(1) The Legislature recognizes that, second only to parents, teachers play the most critical role within schools in preparing students to achieve a high level of academic performance. Therefore, it is the intent of the Legislature to recruit, retain, and recognize teachers who meet the needs of this state and have achieved success in the classroom.

(2) The Florida Best and Brightest Teacher Program is created to provide recruitment and retention awards to classroom teachers, as defined in s. 1012.01(2)(a), and recognition awards to instructional personnel, as defined in s. 1012.01(2), to be funded as provided in s. 1011.62(18).

(3)(a) To be eligible for a one-time recruitment award as specified in the General Appropriations Act, a newly hired classroom teacher must be a content expert, based on criteria established by the department, in mathematics, science, computer science, reading, or civics.

(b) To be eligible for a retention award as specified in the General Appropriations Act, a classroom teacher must have been rated as highly effective or effective the preceding year pursuant to s. 1012.34, and teach in a school for 2 consecutive school years, including the current year, which has improved an average of 3 percentage points or more in the percentage of total possible points achieved for determining school grades over the prior 3 years.

(c) To be eligible for a recognition award, instructional personnel must be rated as highly effective or effective and be selected by his or her school principal, based on performance criteria and policies adopted by the district school board or charter school governing board. Recognition awards must be provided from funds remaining under the allocation provided in s. 1011.62(18) after the payment of all teacher recruitment and retention awards and principal awards authorized under this section and the General Appropriations Act.

History.—s. 25, ch. 2016-62; s. 46, ch. 2017-116; s. 39, ch. 2018-6; s. 19, ch. 2019-23.

¹Note.—Section 24, ch. 2019-23, provides that:

“(1) The Department of Revenue is authorized, and all conditions are deemed to be met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of administering the provisions of this act relating to the Hope Scholarship Program and Florida Tax Credit Scholarship Program.

“(2) Notwithstanding any other provision of law, emergency rules adopted pursuant to subsection (1) are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

“(3) This section shall take effect upon this act becoming a law and shall expire January 1, 2022.”

²Note.—Section 49, ch. 2018-6, provides that:

“(1) The Department of Revenue is authorized, and all conditions are deemed to be met, to adopt emergency rules pursuant to s. 120.54(4), Florida Statutes, for the purpose of administering the provisions of this act.

“(2) Notwithstanding any other provision of law, emergency rules adopted pursuant to subsection (1) are effective for 6 months after adoption and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.

“(3) This section shall take effect upon this act becoming a law and shall expire January 1, 2022.”

Section 19, ch. 2019-23, substantially reworded paragraph (3)(b), which was subject to s. 49, ch. 2018-6.

6AER19-01 Content Expert for Best and Brightest Recruitment Award –

In order to allow school districts to distribute recruitment awards in the 2019-20 school year, a content expert in mathematics, science, computer science, reading, and civics means the following:

- (1) For all areas, a person who has sufficient subject matter expertise as set forth in Rule 6A-1.0503(2)(a), Definition of Qualified Instructional Personnel, F.A.C.;
- (2) For the areas of mathematics, science, or computer science, a person who has either:
 - (a) Earned at least a master's degree in the areas of mathematics, science, or computer science from an institution accredited by the United States Department of Education; or
 - (b) Earned at least a bachelor's degree in the areas of mathematics, science or computer science from an institution accredited by the United States Department of Education and who has at least five (5) years' teaching experience in the associated subject area or at least five (5) years' work experience in the associated subject area.
- (3) For the area of civics, a person who has either:
 - (a) Earned at least a master's degree in political science, American history, social studies, or social science from an institution accredited by the United States Department of Education; or
 - (b) Earned at least a bachelor's degree in political science, American history, social studies, or social science from an institution accredited by the United States Department of Education and who has at least five (5) years' teaching experience in the associated subject area or at least five (5) years' work experience in the associated subject area.
- (4) For the area of reading, a person who has either:
 - (a) Earned at least a master's degree in English, English literature, reading, or literacy instruction from an institution accredited by the United States Department of Education; or
 - (b) Earned at least a bachelor's degree in English, English literature, reading, or literacy instruction from an institution accredited by the United States Department of Education and who has at least five (5) years' teaching experience in English language arts or reading.

Rulemaking Authority 1001.02(1), (2)(n), 1011.62 FS. Law Implemented 1011.62(18), 1012.731 FS. History – New 7-29-19.

THIS RULE TAKES EFFECT UPON BEING FILED WITH THE DEPARTMENT OF STATE UNLESS A LATER TIME AND DATE IS SPECIFIED IN THE RULE.

EFFECTIVE DATE: July 29, 2019

**MEMORANDUM OF UNDERSTANDING –
Guiding Principles for Lesson Plans**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that lesson plans are a necessary, but not sufficient, element of quality classroom instruction;

Whereas, both parties believe that consistent expectations for lesson plans benefit students, teachers, and administrators.

Therefore, be it resolved that both parties agree that Osceola instructional employees and administrators shall read and comply with the District document entitled *Guiding Principles for Lesson Plans*.

**OSCEOLA COUNTY
SCHOOL BOARD**

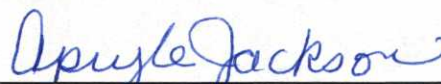


SUPERINTENDENT
Debra Pace

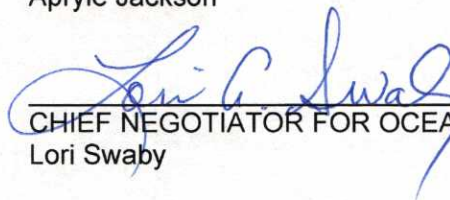


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: September 12, 2019



Guiding Principles for Lesson Plans

1. Lesson plans shall meet federal and state requirements for classroom instruction.

- Section 1003.41 -- Next Generation Sunshine State Standards (Florida Standards), Florida Statutes
- Section 1003.42 – Required Instruction, Florida Statutes
- State Board of Education Rule 6A-5.065 -- The Educator Accomplished Practices.
 - (2) The Educator Accomplished Practices.
 - (a) Quality of Instruction.
 - 1. Instructional Design and Lesson Planning. Applying concepts from human development and learning theories, the effective educator consistently:
 - a. Aligns instruction with state-adopted standards at the appropriate level of rigor;
 - b. Sequences lessons and concepts to ensure coherence and required prior knowledge;
 - c. Designs instruction for students to achieve mastery;
 - d. Selects appropriate formative assessments to monitor learning;
 - e. Uses diagnostic student data to plan lessons; and
 - f. Develops learning experiences that require students to demonstrate a variety of applicable skills and competencies.
- Accommodations for:
 - Exceptional Student Education (ESE) students
 - Gifted students
 - Section 504 students
 - English Language Learner (ELL) students
- Differentiated instruction modifications for students in Tier 2 or Tier 3 of Multi-Tiered Systems of Support/ Problem Solving (MTSS/ PS)

NOTE: A list of appropriate instructional strategies that will be used for a group of ESE, ELL, or MTSS/ PS students shall meet this requirement for lesson plans.

2. Lesson plans shall address Florida Standards.

- <http://www.cpalms.org/Public/search/Standard>

3. Florida Course Descriptions shall guide lesson plans.

- <http://www.cpalms.org/Public/search/course>

4. In general, lesson plans may include, but shall not be limited to:

- Learning Goals (or Objectives or Essential Questions)
- Methods or Procedures
- Resources or Materials Used
- Assessment or Evaluation

5. A unit plan may fulfill the lesson plan requirement for the defined duration of the unit if the unit plan contains sufficient information that complies with these guiding principles. However, administrators shall not require instructional employees to submit both a unit plan and a lesson plan for the same instructional content.

6. Certain instructional programs or grants may require that lesson plans include additional elements and/ or different timelines for submission in order to meet specific program or grant criteria.

- The school principal shall receive written approval of the appropriate Assistant Superintendent of Curriculum and Instruction prior to implementing these requirements.
- School principals shall share these requirements with instructional employees in advance.

7. In general, instructional employees shall submit lesson plans to the appropriate designated administrator on a weekly basis within one week prior to the actual classroom instruction of the content within the lesson plan.

- Administrators shall permit instructional employees the flexibility to amend lesson plans when:
 - Data supports that students require differentiated instruction; or
 - Changes to the regular classroom schedule occur that are beyond the instructional employee's control (e.g., schoolwide testing, required professional development, school activities, fire or tornado drills, etc.).

**MEMORANDUM OF UNDERSTANDING –
Guiding Principles for Lesson Plans**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that lesson plans are a necessary, but not sufficient, element of quality classroom instruction;

Whereas, both parties believe that consistent expectations for lesson plans benefit students, teachers, and administrators.

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**OSCEOLA COUNTY
SCHOOL BOARD**

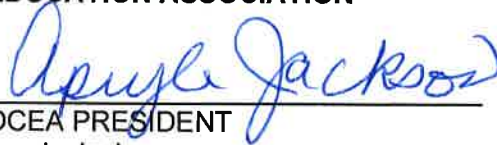


SUPERINTENDENT
Debra Pace



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: June 24, 2020



Guiding Principles for Lesson Plans

1. Lesson plans shall meet federal and state requirements for classroom instruction.

- *Section 1003.41 -- Next Generation Sunshine State Standards (Florida Standards), Florida Statutes*
- *Section 1003.42 – Required Instruction, Florida Statutes*
- *State Board of Education Rule 6A-5.065 -- The Educator Accomplished Practices.*
 - (2) *The Educator Accomplished Practices.*
 - (a) *Quality of Instruction.*
 - 1. *Instructional Design and Lesson Planning. Applying concepts from human development and learning theories, the effective educator consistently:*
 - a. *Aligns instruction with state-adopted standards at the appropriate level of rigor;*
 - b. *Sequences lessons and concepts to ensure coherence and required prior knowledge;*
 - c. *Designs instruction for students to achieve mastery;*
 - d. *Selects appropriate formative assessments to monitor learning;*
 - e. *Uses diagnostic student data to plan lessons; and*
 - f. *Develops learning experiences that require students to demonstrate a variety of applicable skills and competencies.*
- Accommodations for:
 - Exceptional Student Education (ESE) students
 - Gifted students
 - Section 504 students
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 - Data supports that students require differentiated instruction; or
 - Changes to the regular classroom schedule occur that are beyond the instructional employee's control (e.g., schoolwide testing, required professional development, school activities, fire or tornado drills, etc.).

**MEMORANDUM OF UNDERSTANDING –
2020-21 Health Insurance Benefits Plan Design, **Instructional Employees****

Whereas, the Osceola County School Board and the Osceola County Education Association believe that:

- providing competitive salaries and benefits for instructional employees is a priority in order to recruit and retain quality educators;
- acting upon innovative recommendations from our School District of Osceola County (SDOC) Department of Risk and Benefits Management and our health insurance benefits consultant shall provide:
 - greater cost savings for both our employees and our School District's Health Insurance Benefits Trust Fund;
 - more effective and efficient medical care options that improve the overall health of our employees; and
 - continued sustainability for employee benefits that our School District's Health Insurance Benefits Trust Fund makes feasible.

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

1. The document "*SDOC Health Plan Designs, Effective October 01, 2020*" [attached to this MOU] shall serve as the contractual summary of employee benefits options for Health Insurance Plans for the 2020-21 contract year;
2. Management may act upon the changes within this document in order to provide these benefits options to employees for Open Enrollment in the fall of 2020.
3. This MOU shall be subject to ratification by both parties.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Debra Pace



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: May 13, 2020

SDOC HEALTH PLAN DESIGNS - EFFECTIVE 10-1-2020

CURRENT BENEFITS	Proposed BASE PLAN for 10-1-2020			CURRENT BENEFITS	Proposed BUY UP PLAN for 10-1-2020		
	GOOD	BETTER	BEST		GOOD	BETTER	BEST
LOCAL Plan with All of services in PLAN	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships	YEAR 1 EMPLOYMENT Exclusions Relationships
IN NETWORK							
DEDUCTIBLE	\$1,990 / \$4,990	See MAP in LOBBED for ways of reducing deductible	\$990 / \$1,990	\$990 / \$2,990	See MAP in LOBBED for ways of reducing deductible	\$990 / \$2,990	\$990 / \$2,990
COINSURANCE	80%		80%	80%		80%	80%
OUT OF POCKET MAXIMUM	\$1,320 / \$15,000		\$4,990 / \$8,990	\$4,990 / \$8,990		\$6,990 / \$8,990	\$6,990 / \$8,990
MOOD HEALTH CENTER COPY	\$0		\$0	\$0		\$0	\$0
TELEMEDICINE	\$0		\$0	\$0		\$0	\$0
TOP OFFICE VISIT (NON-HEALTH CENTER)	\$8500-INS		\$00	\$00		\$00	\$00
MINOR SURGICAL VISIT	\$8500-INS		\$00	\$00		\$00	\$00
EMERGENCY ROOM	\$8500-INS		\$8500-INS	\$8500-INS		\$8500-INS	\$8500-INS
LABORATORY CARE	\$8500-INS		\$8500-INS	\$8500-INS		\$8500-INS	\$8500-INS
LABORATORY - CARE AT INDEPENDENT LAB	80% NO COB.		80% NO COB.	80% NO COB.		80% NO COB.	80% NO COB.
LABORATORY - ALL OTHER FACILITIES	80% CO-INS		80% CO-INS	80% CO-INS		80% CO-INS	80% CO-INS
ADVANCED IMAGING	\$8500-INS		\$0	\$0		\$0	\$0
ADVANCED IMAGING THROUGH GREEN INSURANCE	\$8500-INS		\$0	\$0		\$0	\$0
Prescription Drug Benefit		Non-Preferred Pharmacy	Preferred Pharmacy (see Agent)		Non-Preferred Pharmacy	Preferred Pharmacy (see Agent)	
DEDUCTIBLE (added for preferred generic)	\$000 added for preferred generic	\$000 added for preferred generic	No Deductible	\$75 added for preferred generic	\$75 added for preferred generic	No Deductible	No Deductible
GENERIC OBTAINED AT MOOD HEALTH CENTER	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PREPARED GENERIC	\$10	\$0	\$0	\$0	\$10	\$0	\$0
PREPARED BRAND	30% up to \$75	30% up to \$75	\$40	30% up to \$75	30% up to \$40	\$40	\$40
NON-PREPARED BRAND	80% UP TO \$300	80% UP TO \$300	60% up to \$150	80% UP TO \$150	80% UP TO \$150	60% up to \$150	60% up to \$150
SPECIALTY	70% UP TO \$300	Preferred Pharmacy Only	60% up to \$300	70% UP TO \$300	70% UP TO \$300	60% up to \$300	60% up to \$300
International Program with BlueCross			\$0			\$0	\$0
OUT OF NETWORK		For rates outside of Exclusions Relationships, current "In Network" benefits apply	Exclusions Relationship of providers - The 1 Provider and The 3 Providers		For rates outside of Exclusions Relationships, current "In Network" benefits apply	Exclusions Relationship of providers - The 1 Provider and The 3 Providers	
DEDUCTIBLE	N/A						
COINSURANCE	80%						
OUT OF POCKET MAXIMUM	N/A						
EMPLOYEE ONLY	\$0		\$0	\$0		\$0	\$0
EMPLOYEE + SPOUSE	\$175		\$175	\$175		\$175	\$175
EMPLOYEE + CHILDREN	\$275		\$275	\$275		\$275	\$275
EMPLOYEE + FAMILY	\$375		\$375	\$375		\$375	\$375
EMPLOYEE + SPOUSE + CHILDREN	\$475		\$475	\$475		\$475	\$475
EMPLOYEE + SPOUSE + CHILDREN + FAMILY	\$575		\$575	\$575		\$575	\$575
EMPLOYEE + SPOUSE + CHILDREN + FAMILY + HALF-FAMILY BENEFIT	\$675		\$675	\$675		\$675	\$675
EMPLOYEE ONLY	\$0		\$0	\$0		\$0	\$0
EMPLOYEE + SPOUSE	\$175		\$175	\$175		\$175	\$175
EMPLOYEE + CHILDREN	\$275		\$275	\$275		\$275	\$275
EMPLOYEE + FAMILY	\$375		\$375	\$375		\$375	\$375
EMPLOYEE + SPOUSE + CHILDREN	\$475		\$475	\$475		\$475	\$475
EMPLOYEE + SPOUSE + CHILDREN + FAMILY	\$575		\$575	\$575		\$575	\$575
EMPLOYEE + SPOUSE + CHILDREN + FAMILY + HALF-FAMILY BENEFIT	\$675		\$675	\$675		\$675	\$675
Each Adult Dep child age 26-30	\$175		\$175	\$175		\$175	\$175

LEGEND - ADDITIONAL INFO	
<p><u>EVOLUTIONS Health Care Systems</u> has built custom relationships for SOOC with providers and facilities. These relationships will continue to grow. The MAIN hospitals for Evolutions are ALL of the hospitals in the Orlando Health System and St Cloud Regional</p>	
<p><u>Medical Advocacy Program (MAP)</u>: As a service to our members, we offer a nurse concierge service to assist in finding the HIGHEST QUALITY, COST EFFECTIVE, in the BEST TIER available. While this service is available for any claims, it is particularly important in choosing the best facility for any planned procedure.</p>	
<p>How the "MAP" plan works for planned procedures and services that require pre-certification:</p>	
Member calls MAP and follows their advice:	Deductible is waived
Member calls MAP and does NOT follow MAP advice:	Plan pays usual benefits
Member does not call MAP:	Plan pays usual benefits
<p><u>Direct Cash Pay Program for Tier 2 and Tier 3 Claims:</u></p>	
<p>When a member calls MAP for assistance with a pre-planned procedure, the counselor will reach out to the facility to try and negotiate a "cash up front" Arrangement in order to secure the best price.</p>	
<p><u>Prescription Drug Benefits:</u> Developing a Tiered Pharmacy Benefit to promote using local / independent pharmacies and retail stores for prescription drugs as they are much more cost effective to the plan. The preferred pharmacies would include Publix, Costco, Walmart and Walmart family of stores (Sam's, Neighborhood Market). Non-preferred would be the chain pharmacies, ie CVS, Walgreens, Rite-Aid.</p>	

MEMORANDUM OF UNDERSTANDING –
2019-20 Internal Transfers, Instructional Employees

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that an internal transfer may have a positive effect on an instructional employee's morale and retain them;

Whereas, both parties agree that expediting the internal transfer process to fill instructional positions during summer hiring benefits both the instructional employee and the school principal;

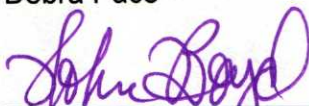
Therefore, be it resolved that both parties agree to the following terms and conditions:

1. Instructional employees shall declare their intent to transfer as outlined in the contract (by March 1) by entering their transfer request in the Employee Portal.
2. Notifications shall be sent via the Employee Portal to both the requesting and releasing administrators;
3. During the spring, the SDOC Department of Human Resources shall host up to three (3) transfer fairs in geographic locations (e.g., East, West, Central) or one (1) centrally-located Osceola County facility.
4. At each facility, each school shall have their own room so that candidates may interview out of the line of sight of their releasing administrator, if the candidate desires;
5. School principals shall maintain documentation of their own list of transfer requests and evidence of contact with each teacher (e.g., an in-person or phone interview, written acknowledgement, etc.).
6. Instructional vacancies that become available may be filled immediately from the transfer list.
7. If a school principal does not have a candidate on their internal transfer list that they want to select for the position, then the school principal shall advertise the position following the appropriate School District procedures (e.g., BrassRing).
8. This internal transfer process shall end no later than the last workday which is at least three (3) work weeks prior to the first contractual workday for instructional employees for the new school year.
9. Instructional leadership positions (e.g., deans, academic coaches, curriculum resource teachers, etc.) shall always be advertised following the appropriate School District procedures (e.g., BrassRing).

**OSCEOLA COUNTY
SCHOOL BOARD**

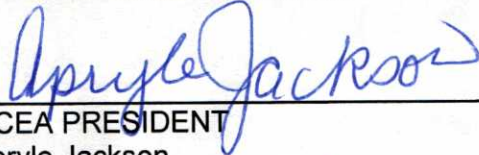


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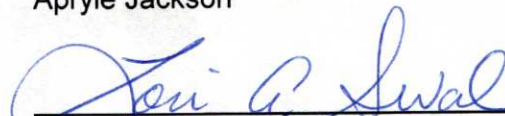


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: January 23, 2020

MEMORANDUM OF UNDERSTANDING –
2020-21 Safe Return to School, Instructional Employees

Whereas, the School District of Osceola County, Florida, (SDOC) and the Osceola County Education Association (OCEA) recognize the unprecedented nature of the Coronavirus/ COVID-19 pandemic and its profound disruptive effect on our nation, state, community, students, parents, and employees;

Whereas, both parties agree that exercising an abundance of compassion, grace, patience, and flexibility in implementing procedures for a safe return to school is in the best interests of our students and employees;

Whereas, both parties agree that providing employees with clear and concise information regarding the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is a priority; and

Whereas, both parties agree that providing professional development for employees on the School District's safety protocols related to the Coronavirus/ COVID-19 pandemic is mutually beneficial for both administrators/ supervisors and employees;

Whereas, both parties participated on the SDOC Back to School and Back to Learning Task Forces, which included Osceola County parents, teachers, past and present OCEA Presidents, school and School District administrators, and local medical experts from Nemours Children's Hospital and our Osceola County Health Department;

Whereas, both parties agree that the health and social/ emotional well-being of Osceola County students is of significant importance;

Whereas, both parties agree that sufficient student academic progress is of utmost importance;

Whereas, both parties collaborated on the creation of the *SDOC Ready.Set.StartSmart Roadmap to Reopening Plan* within the SDOC Back to School and Back to Learning Task Forces;

Therefore, be it resolved that both parties agree to the following related terms and conditions for the 2020-21 school year and continuing until the Osceola County Department of Health has determined and publicly declared that a state of health emergency no longer exists related to the Coronavirus/ COVID-19 pandemic within Osceola County:

1. Both parties agree to comply with the terms and conditions regarding student and employee safety as stated in the *SDOC Ready.Set.StartSmart Roadmap to Reopening Plan* that the Osceola County School Board approved on June 30, 2020, and the Florida Department of Education approved on July 17, 2020 (e.g., *SDOC Back to School Plan for Teachers*, the *SDOC Back to School Plan for Principals*, and the *SDOC Back to School Plan for Parents and Students*).
2. Management agrees to compensate teachers, who voluntarily elect and who receive prior approval of the school principal to provide instruction in both face-to-face and digital formats simultaneously during the course of the contractual workday, for one (1) extra hour beyond the contractual workday on scheduled days of instruction at the teacher's daily rate of pay.
3. In order to provide time for teachers to complete tasks related to reporting student grades, Management agrees that no teacher shall be required to attend any meeting after student dismissal on an Early Release Wednesday during the last week of each nine weeks/ quarter grading period.

4. Management agrees that in accordance with the United States Centers for Disease Control (CDC) recommendations, the School District shall require that :
 - Students and employees must wear face masks on all worksites throughout the School District;
 - Face masks must meet CDC guidelines; and
 - When the student or employee chooses to wear a face shield, a face mask must also be worn.

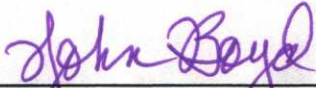
5. Management agrees to post a weekly report of COVID-19 incidents on the School District website [e.g., www.osceolaschools.net/COVID-19Incidents] that includes:
 - the number of students and employees by school who have notified the School District of positive COVID-19 test results for the week prior; and
 - the number of students and employees who have been told to quarantine beginning that week.

6. Management agrees to:
 - use the Florida Department of Education Symptomatic Decision Tree and consult with the Osceola County Department of Health for guidance as needed;
 - treat employees who have tested positive for COVID-19 with compassion and confidentiality; and
 - notify within twenty-four (24) hours, when reasonable, but as soon as otherwise possible, employees who have been in direct contact [e.g., within six (6) feet or less for fifteen (15) minutes or more] with another employee or student who has tested positive for COVID-19 upon the condition that Management has received and verified knowledge of such a case.

**OSCEOLA COUNTY
SCHOOL BOARD**

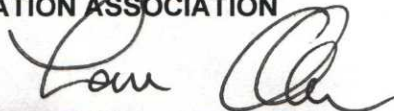


SUPERINTENDENT
Debra Pace

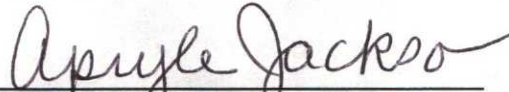


CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Lare Allen



CHIEF NEGOTIATOR FOR OCEA
Apryle Jackson

Date: October 27, 2020

MEMORANDUM OF UNDERSTANDING –
2019-20 School Improvement Grant 1003(g) Cohort 4 (SIG4), 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) elementary school (e.g., Central Avenue Elementary School) that most effectively meets the required criteria designated within the application for the School Improvement Grant 1003(g) Cohort 4 (SIG4);

Therefore, be it resolved that both parties agree to the following additional terms and conditions of employment pursuant to the School District's award of the School Improvement Grant 1003(g) Cohort 4 (SIG4) amount sufficient to fund strategic grant projects, deliverables, and activities at Central Avenue Elementary School:

1. The School District shall comply with state and federal requirements of the grant proposal in order to ensure the grant's initial and continued funding during the four (4) year period of the grant.
2. All current Central Avenue Elementary School Professional Service Contract instructional employees and Annual Contract instructional employees in good standing shall be guaranteed employment within the School District for the 2017-18 school year.

"Good standing" shall apply only to Annual Contract instructional employees and shall be defined as Annual Contract instructional employees who have:

- "Highly Effective" or "Effective" final summative evaluation ratings;
 - No progressive discipline above a verbal warning;
 - No currently ongoing School District investigations for any complaint or wrongdoing; and
 - No currently ongoing investigations, arrests, and/ or charges for violation of a local, state, or federal law.
3. If the School District experiences reduced enrollment or budgetary constraints, including, but not limited to, reduction or proration of state or federal funds, the procedures for Reduction in Force (RIF) within the existing collective bargaining agreement shall also apply to any changes in staff at Central Avenue Elementary School.

4. Qualified job applicants in the following job categories shall be eligible to submit a job application for each available position at Central Avenue Elementary School in order to participate in the School Improvement Grant 1003(g) Cohort 4 (SIG4) projects, activities, and opportunities for additional compensation if hired;
 - All current Central Avenue Elementary School employees;
 - All current School District instructional employees; and
 - Applicants who are outside the School District.
5. In order to facilitate and support the Transformation Model process for Central Avenue Elementary School, the OCEA President or designee may be present as an observer during:
 - interviews of current employees who are OCEA members and who apply for positions at Central Avenue Elementary School; and
 - meetings with current employees who are OCEA members and who are required to transfer to other worksites.
6. All current Central Avenue Elementary School instructional employees in good standing, who are not hired to continue their employment with the School District at Central Avenue Elementary School, shall be placed in an instructional position within their certification at a worksite within the School District.
7. In order to comply with the terms of the School Improvement Grant 1003(g) Cohort 4 (SIG4), as a condition of employment, each instructional employee who is hired for an instructional position at Central Avenue Elementary School must sign a letter of commitment in which the employee agrees to:
 - participate in professional development (including, but not limited to training sessions and professional learning communities);
 - participate in family/ community involvement activities;
 - work up to fourteen (14) hours per contract year beyond regular contractual hours for the purpose of required family/ community involvement activities; and
 - provide higher-level performance in order to be eligible for additional compensation above the employee's contractual rate of pay.
8. Professional development (including, but not limited to training sessions and professional learning communities) and parent/ community involvement activities specific to the projects, deliverables, and activities of this grant may occur during planning times, beyond the regular contractual workday, and during the summer months.
9. The School District provides the following assurances for each instructional employee who is hired for an instructional position at Central Avenue Elementary School:
 - The regular contractual workday for instructional employees shall remain 7.5 hours;
 - The regular contractual workweek for instructional employees shall remain 37.5 hours;

- Classroom teachers shall continue to receive regular contractual planning times with the expectation that collaborative planning for the purpose of high quality standards-based instruction shall occur twice per week with opportunities for additional voluntary collaborative planning, and support from instructional coaches may occur during these times;
 - Instructional employees shall receive their contractual rate of pay for any required meetings and/or required family/ community involvement activities that are scheduled beyond the regular contractual workday and beyond the commitment of fourteen (14) hours;
 - The maximum number of any required professional development activities beyond the regular contractual workday shall be no more than one (1) additional Pre-Planning Day per school year;
 - The maximum number of any required family/ community involvement activities beyond the regular contractual workday shall be no more than one (1) per month or eight (8) per school year;
 - Mid-year transfer requests may be considered but shall not be guaranteed since mid-year transfers disrupt student learning; both the Assistant Superintendent for Elementary Curriculum and Instruction and the school principal must approve mid-year transfer requests;
 - If an instructional employee leaves Central Avenue Elementary School prior to the end of the four (4) years of the period of the grant, the employee shall not be required to repay any additional compensation the employee may have received prior to the date of transfer, resignation, or retirement, etc.; and
 - “Higher-level performance” shall be defined as a final summative evaluation rating of “Effective” or “Highly Effective.”
10. Instructional employees who are hired for instructional positions at Central Avenue Elementary School for the 2018-19 school year and who successfully participate in the completion of the School Improvement Grant 1003(g) Cohort 4 (SIG4) projects, deliverables, and activities shall be eligible to earn additional compensation above the employee’s contractual rate of pay over the five (5) years of the period of the grant according to the following terms:
- Performance bonuses shall be based upon a three-year aggregate state Value Added Model (VAM) score. If a three-year aggregate state VAM score is not available, a School District student growth model score may be used. The School District student growth model shall be provided to the Florida Department of Education Bureau of School Improvement in order to verify the distribution of teacher scores and ensure the model is fair and reliable. Bonuses for attendance criteria and/ or non-instructional personnel shall not be allowable using SIG4 Grant funds.
 - Performance Bonus = \$5,000 to be paid in one (1) installment in the first regularly scheduled paycheck of Year 04 [2020-21] after the completion of Year 03 [2019-20]; the portion of this bonus which is paid from SIG4 Grant funds (e.g., \$1250) shall be subject to the approval of the Florida Department of Education; and the School District shall supplement the portion paid for from SIG4 Grant funds with \$3750 from another funding source; and
 - Performance Bonus = \$5,000 to be paid in one (1) installment in the first regularly scheduled paycheck of Year 05 [2021-22] after the completion of Year 04 [2020-21]; the portion of this bonus which is paid from SIG4 Grant funds (e.g., \$1250) shall be subject to the approval of the Florida Department of Education; and the School District shall supplement the portion paid for from SIG4 Grant funds with \$3750 from another funding source.

11. Bonuses shall be paid as supplements for retirement purposes where permissible within the terms of the grant.
12. If a Professional Services Contract (PSC) instructional employee, who is hired for an instructional position at CAES, earns a final summative evaluation rating of "Needs Improvement" or "Unsatisfactory," the PSC instructional employee shall retain current contractual rights for transfer with a Professional Improvement Plan to a worksite other than CAES.
13. If an instructional employee leaves Central Avenue Elementary School prior to the end of the quarter during any one (1) of the four (4) years of the period of the grant, 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 period of the grant.
14. If an instructional employee leaves Central Avenue Elementary School prior to the end of the four (4) years of the period of the grant, the employee:
 - o shall not be required to repay any additional compensation the employee may have received prior to the date of transfer, resignation, or retirement, etc.; and
 - o shall not be eligible for a duplication of payment for any signing, retention, or performance bonus previously received if the employee returns to a position at Central Avenue Elementary School within the remainder of the duration of the four (4) years of the period of the grant.
15. Both parties understand that:
 - o The implementation of the School Improvement Grant 1003(g) Cohort 4 (SIG4) requirements in Florida school districts, including Osceola County, are subject to the interpretation of the Florida Department of Education; and
 - o Any of these interpretations that affect the terms and conditions of this related MOU shall require both parties to return to negotiations of their impact upon bargaining unit members.

**OSCEOLA COUNTY
SCHOOL BOARD**

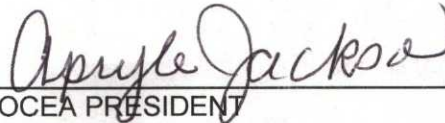


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**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: May 13, 2020

MEMORANDUM OF UNDERSTANDING –
State Requirements for School Improvement, *Instructional Employees*

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association acknowledge the requirements of *Section 1001.42 (21) – Powers and duties of district school board, Florida Statutes*, which states:

- (21) *EDUCATIONAL EMERGENCY*. — Negotiate special provisions of its contract with the appropriate bargaining units to free schools with a school grade of “D” or “F” from contract restrictions that limit the school’s ability to implement programs and strategies needed to improve student performance. The negotiations shall result in a memorandum of understanding that addresses the selection, placement, and expectations of instructional personnel and provides principals with the autonomy described in s. 1012.28(8). For purposes of this subsection, an educational emergency exists in a school district if one or more schools in the district have a school grade of “D” or “F.”;

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association acknowledge the requirements of *State Board of Education Rule 6A-1.099811 – Differentiated Accountability State System of School Improvement*, which states:

- (r) “Memorandum of Understanding” or “MOU” means an agreement with the school district and bargaining unit pursuant to section 1001.42(21), F.S. to be negotiated that addresses the selection, placement and expectations of instructional personnel. The MOU must be provided to the Department by September 1, after the issuance of the DA school’s grade, pursuant to section 1008.33(4)(a), F.S.

Therefore, be it resolved that both parties reaffirm the following terms and conditions within our existing collective bargaining agreement and agree that these terms and conditions shall apply toward the requirements for “the selection, placement, and expectations of instructional personnel” whose final summative evaluation rating is either “Effective” or “Highly Effective” for schools in an “educational emergency” as defined within *Section 1001.42 (21) – Powers and duties of district school board, Florida Statutes* and *State Board of Education Rule 6A-1.099811 – Differentiated Accountability State System of School Improvement*:

- 4.26 The Board shall notify the Association prior to the adoption by the School Board of new programs or changes in Board policy in order that the Association will have the opportunity for input on said matters.
- 4.30 A teacher will be informed in writing of any major change in his/her primary teaching assignment for the next year no later than five (5) days before the end of the student school year. Changes shall not be made in an arbitrary or capricious manner. Subsequent changes identified and necessary due to changes in student needs or staff will be done in writing promptly to the teacher by the Principal. A teacher may request and will be notified of the changes that require any alteration in assignment.
- 5.28 *Reassignment of Teachers*

When a teacher is reassigned (facility change, building or classroom), the administrator reassigning (and/or the receiving administrator if facility change) shall meet with the teacher to discuss the impact of such changes. Based upon the significant impact of the change, the administrator may provide release time, additional assistance or other considerations to the teacher to accommodate the reassignment.

The following factors should be considered when determining impact:

- Volume of professional materials (teaching materials, books, manipulatives, etc.) to be packed and moved (personal materials – i.e., moving a refrigerator, stereo, plants, etc. should not be included)
 - The proximity of the move – same facility vs. new facility
 - Change in teaching assignment (subjects, preps, grade level, etc.)
 - Time of year when the change is being made
 - Needs of students
- 18.01 Both parties recognize the desirability of a continuous and uninterrupted program during the normal school year and the avoidance of disputes that threaten and interfere with such operations. The Association agrees that it shall not authorize, sanction, condone, or engage in any strike as defined in Florida Statutes.

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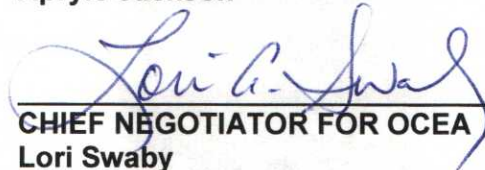


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CHIEF NEGOTIATOR FOR OCEA
Lori Swaby

Date: **August 15, 2019**

**MEMORANDUM OF UNDERSTANDING –
Green Champions, Instructional Employees**

Whereas, the Osceola County School Board and the Osceola County Education Association believe that the cost savings achieved by energy savings are beneficial to both parties and may be used toward employee compensation.

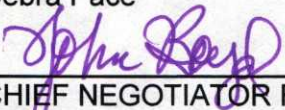
Therefore, be it resolved that both parties agree to the following new terms and conditions:

1. The role of "Green Champion" shall be added to the Instructional Employees' Supplements Schedule;
2. The amount of the supplement shall be \$617.00 and paid for by funds generated from the School District's energy cost savings; and
3. Each school principal shall assign this role, and the Green Champion shall coordinate the implementation of the School District's *Performance-Based Energy Incentive Award Program* at the Green Champion's assigned school/ work site.

**OSCEOLA COUNTY
SCHOOL BOARD**

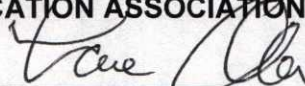


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EDUCATION ASSOCIATION**



OCEA PRESIDENT
Lare Allen



CHIEF NEGOTIATOR FOR OCEA
Apryle Jackson

Date: September 02, 2020

Contract Language, 2019-20 and 2020-21

- 1. Article 1: Recognition and Definitions [Inclusion of JROTC Instructors, Occupational Therapists, Physical Therapists, and Social Workers]***
- 2. Article 2.01 [Negotiations Procedure]***
- 3. Article 2.05 [Typographical Correction]***
- 4. Article 7.05-7 [Technical Clarification of Contract Types]***
- 5. Article 15.07 [Telephone Bills Collection]***
- 6. Article 16.02 [Salary Schedule Placement of JROTC Instructors, Occupational Therapists, and Social Workers]***
- 7. Article 16.08 [Required Payroll Direct Deposit]***
- 8. Article 5.08 [Planning]***

Proposed BLT Contract Language, 2019-20

Bargaining Leadership Team (BLT) – Instructional Employees

1. **Article I: Recognition and Definitions, Inclusion of JROTC Instructors, Occupational Therapists, Physical Therapists, and Social Workers**
2. **Article 2.01, Negotiations Procedure**
3. **Article 2.05, Typographical Correction**
4. **Article 7.05-7, Technical Clarification of Contract Types**
5. **Article 15.07, Telephone Bills Collection**
6. **Article 16.02, JROTC Instructors, Occupational Therapists, and Social Workers Salary Schedule Placement**
7. **Article 16.08, Required Payroll Direct Deposit**

1. OCEA Proposal: *Inclusion of JROTC Instructors, Occupational Therapists, Physical Therapists, and Social Workers*

Date: November 14, 2019

Article I: Recognition and Definitions

The Board recognizes the Osceola County Education Association as the exclusive and sole bargaining agent for the following unit of employees as described in the certification instrument (Case No. 3II-RA-754-1003; Certification No. 18) issued by the Public Employees Relations Commission on the 9th day of April 1975.

...

Included: Certified classroom teachers, guidance counselors, librarians, occupational specialists, consumer education resource teachers, PREP specialists, curriculum assistants (full or part time), attendance assistants (full or part time), homebound teachers, staffing specialists, JROTC instructors, Occupational Therapists, Physical Therapists, and Social Workers.

SDOC Counter-Proposal

Date: December 12, 2019

Management accepts OCEA's proposal.

[Tentative Approval Date: December 12, 2019; January 23, 2020]

Initials: JB AA AM CA

2. OCEA Proposal: *Negotiations Procedure*

Date: November 14, 2019

Article II: Negotiations Procedure

2.01 The School Board agrees to ~~enter into negotiations with the Association over a successor Agreement no later than May 15 of the calendar year in which this agreement expires~~meet monthly with the Association during the academic year. Agreements so negotiated will be reduced to writing and signed by both the Board and Association.

SDOC Counter-Proposal

Date: December 12, 2019

2.01 The School Board agrees to enter into negotiations with the Association ~~over a successor Agreement no later than May 15 of the calendar year in which this agreement expires~~at mutually agreed upon times throughout the school year. Agreements so negotiated will be reduced to writing and signed by both the Board and Association.

Both parties accept SDOC's counter-proposal.

[Tentative Approval Date: December 12, 2019]

Initials:

JB AK JH QA

3. OCEA Proposal: *Typographical Correction*

Date: November 14, 2019

Article II: Negotiations Procedure

2.05

Times for bargaining sessions will be mutually agreed upon by both parties. If bargaining meetings between the Board and Association are scheduled during the teacher duty day, members of the Association's bargaining team shall be relieved of their regular duties. Substitutes shall be provided by the Board.

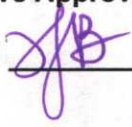
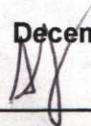
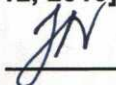
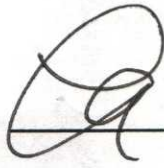
SDOC Counter-Proposal

Date: December 12, 2019

Management accepts OCEA's proposal.

[Tentative Approval Date: December 12, 2019]

Initials:

4. OCEA Proposal: Technical Clarification of Contract Types

Date: November 14, 2019

Article VII: Vacancies, Transfers, and Reductions in Force

7.05-7 A continuing contract or professional services contract teacher who is within two (2) years of normal retirement shall not be laid off because of reduction in force; normal retirement is as defined in Florida Statutes 121.021.

SDOC Counter-Proposal

Date: December 12, 2019

Management accepts OCEA's proposal.

[Tentative Approval Date: December 12, 2019]

Initials: JB AJ SL CP

5. OCEA Proposal: Telephone Bills Collection

Date: November 14, 2019

Article XV: Fringe Benefits

15.07

Telephones will be made available at all schools. The location of such phones shall be such as to insure privacy of conversation as much as possible. ~~The Association will assist in the collection of unpaid bills of bargaining unit personnel.~~ Cell phone usage and personal calls shall not interfere with direct instruction and assigned supervisory responsibilities. (08/16/06)

SDOC Counter-Proposal

Date: December 12, 2019

Management accepts OCEA's proposal.

[Tentative Approval Date: December 12, 2019]

Initials:









6. OCEA Proposal: JROTC Instructors, Occupational Therapists, and Social Workers Salary Schedule Placement

Date: November 14, 2019; February 13, 2020

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.a. Credit for Teaching – ...

7. After their initial placement on the instructional employees' salary schedule, JROTC Instructors shall be eligible for the same pay increases as those negotiated for instructional staff. Those hired prior to 2009 shall receive the same increase as instructors on Professional Service Contract. Those hired after August 2009 shall receive performance pay.

8. After their initial placement on the instructional employees' salary schedule, Occupational Therapists shall be eligible for the same pay increases as those negotiated for instructional staff. Those hired prior to 2009 shall receive the same increase as instructors on Professional Service Contract. Those hired after August 2009 shall receive performance pay.

9. After their initial placement on the instructional employees' salary schedule, Physical Therapists shall be eligible for the same pay increases as those negotiated for instructional staff. Those hired prior to 2009 shall receive the same increase as instructors on Professional Service Contract. Those hired after August 2009 shall receive performance pay.

10. After their initial placement on the instructional employees' salary schedule, Social Workers shall be eligible for the same pay increases as those negotiated for instructional staff. Those hired prior to 2009 shall receive the same increase as instructors on Professional Service Contract. Those hired after August 2009 shall receive performance pay.

SDOC Counter-Proposal

Date: March 05, 2020

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

1.a. Credit for Teaching – ...

7. After their initial placement on the instructional employees' salary schedule, JROTC Instructors shall be eligible for the same Performance Pay increases as those negotiated for classroom teachers. Pursuant to Sections 1012.22, Florida Statutes, those employees hired prior to July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the grandfathered pay schedule. Those employees hired on or after July 01, 2011,

shall be eligible to receive the same salary increase as negotiated for instructional employees on the performance pay schedule.

8. After their initial placement on the instructional employees' salary schedule, Occupational Therapists shall be eligible for the same Performance Pay increases as those negotiated for classroom teachers. Occupational Therapists shall also maintain their license from the State of Florida as a condition of their employment. Pursuant to Sections 1012.22, Florida Statutes, those employees hired prior to July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the grandfathered pay schedule. Those employees hired on or after July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the performance pay schedule.

9. After their initial placement on the instructional employees' salary schedule, Physical Therapists shall be eligible for the same Performance Pay increases as those negotiated for classroom teachers. Physical Therapists shall also maintain their license from the State of Florida as a condition of their employment. Pursuant to Sections 1012.22, Florida Statutes, those employees hired prior to July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the grandfathered pay schedule. Those employees hired on or after July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the performance pay schedule.

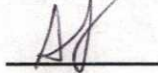
10. After their initial placement on the instructional employees' salary schedule, Social Workers shall be eligible for the same Performance Pay increases as those negotiated for classroom teachers. Social Workers shall also maintain their Clinical Social Workers license from the State of Florida as a condition of their employment. Pursuant to Sections 1012.22, Florida Statutes, those employees hired prior to July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the grandfathered pay schedule. Those employees hired on or after July 01, 2011, shall be eligible to receive the same salary increase as negotiated for instructional employees on the performance pay schedule.

Both parties accept SDOC's counter-proposal.

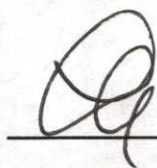
[Tentative Approval Date: March 05, 2020]

Initials:









7. OCEA Proposal: Required Payroll Direct Deposit

Date: November 14, 2019

Article XVI: Professional Compensation

16.08

~~(1) — Unless otherwise designated in writing, teachers shall receive their paychecks from the principal or the principal's designee at their regular work site. Teachers shall be notified of the procedures for receiving checks and given the name of the principal's designee prior to the issuance of the first paycheck. (08/21/01)~~

~~(2) — A teacher may arrange to have a paycheck mailed by pre-addressing an envelope. If a teacher wants his paycheck mailed, he must arrange to sign the automated times sheet prior to the check release date.~~

(31) The Board shall provide direct deposit of regular salaried paychecks. Enrollment is open throughout the year. Beginning with the second paycheck in January 2010, all teachers shall be provided direct deposit of their regular salaried paychecks. The School District will maintain a list of financial institutions that will work with teachers without a bank account to establish an account. In lieu of printing paychecks/stubs, the School District will provide check/salary information electronically through the Employee Portal. (11/18/09)

(42) All payroll deductions and frequency for insurance shall be determined by the Board. Tax deferred annuity deductions in income shall be made available on all regular salaried paychecks and shall be in accordance with written deduction authorizations.

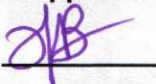
SDOC Counter-Proposal

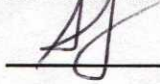
Date: December 12, 2019

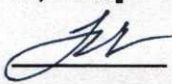
Management accepts OCEA's proposal.

[Tentative Approval Date: December 12, 2019]

Initials:









Proposed BLT Contract Language, 2020-21

Bargaining Leadership Team (BLT) – Instructional Employees

1. Article 5.08, Planning

information that already exists in a currently available state or School District data report.

- Classroom teachers who are the sole classroom teacher of a subject area may participate in a professional learning community at the school or a School District virtual professional learning community online.
- District Assistant Superintendents for Curriculum and Instruction and school principals shall provide opportunities to classroom teachers for the purpose of re-training and clarifying the role and functions of higher-functioning PLC's throughout the school year.
- The Director of School Improvement with the cooperation of the District Assistant Superintendents for Curriculum and Instruction and school principals shall survey classroom teachers regarding collaborative planning and PLC's at least once per school year and share the results with OCEA.
- If individual classroom teacher planning is affected beyond the above exceptions, then classroom teachers shall be given an equivalent amount of time for individual classroom teacher planning on an early release Wednesday within the same month or the immediately following month.

[Tentative Approval Date: October 27, 2020]

Initials:

JLB AJ AL SG

2020-21 Salary Increase

2020-21 Teacher Salary Increase Allocation

On June 24, 2020, Governor DeSantis signed into law *House Bill 641 – Funds for the Operations of Schools*, which amends *Section 1011.61 – Definitions, Florida Statutes*, and creates a new categorical entitled the “Teacher Salary Increase Allocation.”

Further, the proviso language in *House Bill 5001 – General Appropriations Act*, signed by the Governor on June 29, 2020, stipulates that:

- Part 1: Eighty percent (80%) of the total allocation shall be used by school districts and charter schools to increase the minimum base salary for full-time classroom teachers, as defined in *Section 1012.01(2)(a) – Definitions, Florida Statutes*, to \$47,500 or the maximum amount achievable based upon each school district's/ charter school's allocation;
- Part 2: Twenty percent (20%) of the total allocation shall be used by school districts and charter schools to increase the salary of specified instructional employees who are not eligible to receive a salary increase in Part 1 or who receive a salary increase of less than two percent (2%) in Part 1.

These statutory requirements do not apply to substitute teachers.

The above statutory requirements and resulting allocation from the Florida Legislature direct the School District of Osceola County as follows:

- 2021 Teacher’s Salary Increase Allocation (TSIA), Osceola County = \$ 12,106,414.00
 - School District Share = \$ 9,518,411.76
 - Charter School Share = \$ 2,588,002.24

Part 1, Eighty (80%) of TSIA = \$46,100 per eligible full-time classroom teacher

Part 2, Twenty (20%) of TSIA =

- Non-classroom instructional employees shall make no less than \$46,100.
- Per state law, instructional employees who are not eligible to receive a salary increase in Part 1 or who receive an increase of less than two percent (2%) in Part 1 shall also be eligible in Part 2.
- \$650 per eligible full-time instructional employee at \$46,100 to \$50,000
- \$750 per eligible full-time instructional employee at \$50,001 to \$55,000
- \$1000 per eligible full-time instructional employee over \$55,000

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 – Compensation and Salary Schedules, Florida Statutes*.

Example 1: If an instructional employee's original base salary is on Level 39 at \$41,400, then the employee is eligible for the new minimum original base salary now moves up to Level 133 at \$46,100.

Example 2: If an instructional employee's original base salary is on Level 133 at \$46,100, then the employee is eligible for a \$650 salary increase and now moves up to Level 146 at \$46,750.

Example 3: If an instructional employee's original base salary is on Level 212 at \$50,050, then the employee is eligible for a \$750 salary increase and now moves up to Level 227 at \$50,800.

Example 4: If an instructional employee's original base salary is on Level 312 at \$55,050, then the employee is eligible for a \$1000 salary increase and now moves up to Level 332 at \$56,050.

Example 5: If an instructional employee's original base salary is on Level 132 at \$46,050, then the employee is eligible for the new minimum original base salary of \$46,100, and since this salary increase is less than two percent (2%) of the employee's original salary, the employee is also eligible for the \$650 salary increase. Therefore, the employee now moves up to Level 146 at \$46,750.

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.

Simplified Salary Schedule	Level	Bachelors	Masters	Specialist	Doctorate
Advanced Degree Supplements >>>	N/A	N/A	\$ 2,685.00	\$ 4,185.00	\$ 5,685.00
2020-21 Starting Salary >>>	133	\$ 46,100.00	\$ 48,785.00	\$ 50,285.00	\$ 51,785.00
2020-21 Ending Salary >>>	573	\$ 68,100.00	\$ 70,785.00	\$ 72,285.00	\$ 73,785.00

Tentative Agreement by Instructional Employees Bargaining Leadership Team (BLT): October 22, 2020
Ratified by Osceola County Education Association (OCEA): November __, 2020
Ratified by Osceola County School Board (OCSB): November __, 2020

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

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Coach Factor: Head 145 / Assistant 85 40% 60%

ATHLETICS

[using Florida High School Athletics Association (FHSA)]

	# Participants	Weeks	Games	Amount
Assistant Baseball	20	17	25	\$ 1,853.00
Assistant Basketball - Boys	15	17	25	\$ 2,180.00
Assistant Basketball - Girls	15	17	25	\$ 2,180.00
Assistant Competitive Cheerleading	None	15	10	\$ 823.00
Assistant Flag Football	None	12	12	\$ 1,020.00
Assistant Football	60	22	11	\$ 2,233.00
Assistant Junior Varsity Cross Country	15	12	13	\$ 1,071.00
Assistant Lacrosse	25	14	18	\$ 1,394.00
Assistant Soccer - Boys	22	17	25	\$ 1,853.00
Assistant Soccer - Girls	22	17	25	\$ 1,853.00
Assistant Softball	20	17	25	\$ 1,853.00
Assistant Swimming	None	11	13	\$ 1,037.00
Assistant Track (Saturday Meets) Factor 120	None	15	13	\$ 1,656.00
Assistant Volleyball - Boys	15	12	25	\$ 1,683.00
Assistant Volleyball - Girls	15	14	25	\$ 1,751.00
Assistant Water Polo	18	12	25	\$ 1,683.00
Assistant Weightlifting - Boys	3	11	13	\$ 1,037.00
Assistant Weightlifting - Girls	3	11	13	\$ 1,037.00
Assistant Wrestling (Saturday Matches) Factor 120	None	16	18	\$ 2,064.00
Head Baseball	20	17	25	\$ 3,161.00
Head Basketball - Boys - Factor 185	15	17	25	\$ 4,033.00
Head Basketball - Girls - Factor 185	15	17	25	\$ 4,033.00
Head Bowling - Boys		12	18	\$ 2,320.00
Head Bowling - Girls		12	18	\$ 2,320.00
Head Competitive Cheerleading	None	15	10	\$ 1,028.00
Head Cross Country	15	12	13	\$ 1,827.00
Head Fishing		3	4	\$ 617.00
Head Flag Football	None	11	12	\$ 1,682.00
Head Football+4 Weeks in Spring-Factor 267	60	22	11	\$ 4,111.80
Head Golf - Boys	10	13	14	\$ 1,972.00
Head Golf - Girls	10	13	14	\$ 1,972.00
Head Lacrosse	25	14	18	\$ 2,378.00
Head Soccer - Boys	22	17	25	\$ 3,161.00
Head Soccer - Girls	22	17	25	\$ 3,161.00
Head Softball	20	17	25	\$ 3,161.00
Head Swimming	None	13	13	\$ 1,885.00
Head Tennis	12	13	18	\$ 2,320.00
Head Track (Saturday Meets) Factor 200	None	15	13	\$ 2,760.00
Head Volleyball - Boys	15	12	25	\$ 2,871.00
Head Volleyball - Girls	15	14	25	\$ 2,987.00
Head Water Polo	18	12	25	\$ 2,871.00
Head Weightlifting - Boys	3	12	13	\$ 1,827.00
Head Weightlifting - Girls	3	12	13	\$ 1,827.00
Head Wrestling (Saturday Matches) Factor 200	None	16	18	\$ 3,440.00

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ATHLETICS (Continued)

	Amount
Athletic Director	\$ 4,319.00
Assistant Athletic Director	\$ 2,100.00
Athletic Trainer	\$ 4,042.00
Elementary School Extracurricular Coach	\$ 617.00
Elementary School Extracurricular Sponsor	\$ 617.00
Junior Varsity Cheerleading (e.g., \$1439 per sports season up to \$2878)	\$ 2,878.00
Middle School Assistant Intramural Director	\$ 823.00
Middle School Athletic Coordinator	\$ 1,645.00
Middle School Intramural Coach	\$ 617.00
Middle School Flag Football Coach - Girls	\$ 617.00
Middle School Intramural Director	\$ 1,645.00
Ninth Grade Cheerleading (e.g., \$1439 per sports season up to \$2878)	\$ 2,878.00
Varsity Cheerleading (e.g., \$1851 per sports season up to \$3702)	\$ 3,702.00

Notes:

- 1. All Coaches will be Grandfathered in to the new Supplement Schedule. No Coach will be paid less of a Supplement.**
- 2. The Supplement Schedule is a fair, quantifiable schedule.**

**The School District of Osceola County, Florida
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<u>ARTS</u>	Weeks	Amount
Arts Director		\$ 2,500.00
High School Accompanist	8	\$ 500.00
High School Choral Director	20	\$ 2,468.00
High School Choreographer	8	\$ 500.00
High School Costume Designer	8	\$ 500.00
High School Dance Teacher		\$ 500.00
High School Drama Co-Production Sponsor		\$ 617.00
High School Drama Director		\$ 2,468.00
High School Fight Choreographer	8	\$ 500.00
High School Lighting Designer	8	\$ 500.00
High School Marching / Concert Band Director	39	\$ 4,113.00
High School Marching Band Eurhythmics Assistant	12	\$ 500.00
High School Marching Band Percussion Assistant	12	\$ 500.00
High School Marching Band Visual/ Marching Assistant	12	\$ 500.00
High School Music Director	8	\$ 500.00
High School Orchestra Director	30	\$ 2,468.00
High School Technical Theatre Assistant	8	\$ 500.00
Middle School Band Director	20	\$ 2,190.00
Middle School Choral Director	12	\$ 1,234.00
Middle School Drama Teacher	12	\$ 1,234.00
Middle School Orchestra Director	20	\$ 2,190.00

**The School District of Osceola County, Florida
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CURRICULUM

	Amount
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
Elementary School ESE Teacher (Self-Contained)	\$ 823.00
Elementary School Grade-Level Chair	\$ 617.00
Elementary School Yearbook Sponsor	\$ 617.00
Guidance Director	\$ 823.00
High School ESE Teacher (Self-Contained)	\$ 823.00
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
Middle School ESE Teacher (Self-Contained)	\$ 823.00
Middle School Grade Level Chair	\$ 617.00
Middle School Newspaper Sponsor	\$ 823.00
Middle School Yearbook Sponsor	\$ 1,028.00
Resource Compliance Specialist (School-Based or District Equivalent)	\$ 823.00
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
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OTHER	Amount
Behavioral Center School Lead	\$ 1,028.00
Behavioral Center School Teacher, ESE	\$ 1,028.00
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.