

MEMORANDUM OF UNDERSTANDING

BETWEEN
THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
AND
THE OSCEOLA COUNTY EDUCATION ASSOCIATION

UNION RIGHTS AND PRIVILEGES

This Memorandum of Understanding (MOU) temporarily amends Instructional Article 4.16 and Article IV Section G.,

The Board will establish days with pay per year for the Association to use for annual conferences, based on 4.5% of the OCEA membership on June 1 of each year. Any fraction will be rounded up to the next whole number. Withdrawal of days shall be by notification from the Association President to the Superintendent or the Superintendent's designated representative at least five (5) working days (except in cases of emergency) in advance of the leave. The Association shall provide at least fifteen (15) working days' notice when submitting a request for the release of fifteen (15) or more teachers for a single event. Notification shall include the names of the teachers to be granted leave and, except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each teacher for whom leave is to be granted shall apply to the teacher's respective principal in accordance with the same five (5) working day time limit. (11/07/07)

The **SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA (SDOC/District)** and the **OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)** as evidenced by the respective signatures below, are parties hereto and agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

WHEREAS the OCEA is the certified bargaining agent for the District; and, the District is the employer and party to the Teacher, and Educational Support Personnel Collective Bargaining Agreements (CBA) with the OCEA; and,

WHEREAS, Instructional CBA Article 4, and ESP Article 4, outline Association Rights and Privileges; and,

SDOC agrees to provide OCEA an additional one-hundred fifty (150) OCEA Leave days for the purpose of concerted union activities outside of the contractual 4.5% days for Association use until the agreement's expiration date. SDOC will provide the additional OCEA Leave days to the worksite administrator with the appropriate cost center, so OCEA is billed correctly.

OCEA also agrees to the following terms and conditions:

1. OCEA shall provide a list of participating employees to the Superintendent and the Chief Negotiator for the Osceola County School Board the Wednesday prior to the week for which an OCEA Leave day is requested.

2. OCEA shall pay for any substitute teachers that are required for coverage of selected employees who request and are granted OCEA Leave days during the period of this MOU;
3. In the event that a duly qualified substitute teacher is not available to be scheduled at least one (1) day in advance to provide coverage for the absence of the instructional employee, then SDOC may deny the OCEA Leave day for that individual employee.
4. OCEA Leave days may not interfere with the consistent delivery of the SDOC instructional program or student services. Specifically, this item shall mean:
 - a) Participating classroom instructional employees shall provide standards-based lesson plans for substitute teachers for each date that OCEA Leave is approved.
 - b) Participating classroom instructional employees shall ensure that requested OCEA Leave days do not conflict with scheduled Individual Education Plan (IEP) meetings or parent-teacher conferences.
 - c) No classroom instructional employee may be scheduled for more than five (5) of the additional OCEA Leave days during the period of this MOU.
 - d) No instructional employee shall be scheduled for an OCEA Leave day for any date when testing is scheduled on the Student Assessment Calendar, and the instructional employee is assigned to test administration on that date.


This Memorandum of Understanding will expire on May 03, 2024.

**OSCEOLA COUNTY
SCHOOL BOARD**



SUPERINTENDENT
Mark Shanoff

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT and
CHIEF NEGOTIATOR FOR OCEA
Janet Moody



CHIEF NEGOTIATOR FOR OCSB
John Boyd

Date: Tuesday, January 23, 2024