

# OCEA Response to SDOC November 17, 2022

## Contract Language, 2023-24

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

1. Negotiations Procedure
2. Additional Pay for Substituting/ Auto-Splitting
3. Additional Pay Based on Class Size
4. MOU re: Kindergarten through Grade 3 Teachers at UniSIG Schools

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#### 1. Negotiations Procedure

**Osceola County Education Association (OCEA) Proposal Date:**  
September 08, 2022

Article II: Negotiations Procedure

##### 2.02-a Ratification

No final agreement between the parties may be executed without ratification by the bargaining unit and the Board. Following tentative agreement by the negotiating teams, OCEA shall submit the full agreement to the members of the bargaining unit for ratification or rejection with no less than two full weeks to review prior to taking a vote. At no time will an agreement be submitted for member ratification vote later than the first full week in May. Superintendent shall promptly submit the full agreement to the Board for consideration and ratification or rejection.

#### District's Response

**Date:** October 20, 2022

- Management's disposition is that contract language is not needed at this time to address these concerns.
  - OCEA's disposition is that contract language is necessary to protect the educators represented by the bargaining unit.
- Management contends that *Section 447.309, Florida Statutes*, is clear and supersedes contract language:

*... Any collective bargaining agreement reached by the negotiators shall be reduced to writing, and such agreement shall be signed by the chief executive officer and the bargaining agent. Any agreement signed by the chief executive officer and the bargaining agent shall not be binding on the public employer until such agreement has been ratified by the public employer and by public employees who are members of the bargaining unit ...*

- OCEA contends that if this law were sufficient in wording, then the management for SDOC would not have violated the law when paying employees prior to ratification on August 15, 2022.
  - Management commits to continue to bargain collaboratively with OCEA.
    - OCEA suggests management should review the definition of collaborative bargaining when returning responses.
  - Management commits to continue to post signed tentative agreements regarding salaries and benefits negotiations on the School District website.
    - OCEA contends that posting signed tentative agreements is not an issue, but rather implementing those agreements prior to employees having a vote, as required by law, is at issue.
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## 2. Additional Pay for Substituting/ Auto-Splitting

**Osceola County Education Association (OCEA) Proposal Date:**  
September 08, 2022

[Article Not Specified]

### ***Rationale:***

Finding substitutes to cover classes has become an increasing challenge resulting in instructional staff taking on the additional duties and responsibilities. Recognizing the need to value the contribution, the following emergency sub pay will be implemented for the 2022-2023 school year. Pay shall be recorded on the pay stub as "Substitute" and will be paid concurrently to the time period submitted to the district for normal pay. The parties agree to revisit this to determine the cost savings benefit to the district prior to renewal or adding to the contract.

### ***OCEA Proposal:***

- Non-classroom instructional employees (i.e., coaches, interventionist, media specialist, compliance specialist, etc.) \$50 for half of the day and \$100 for a full day.
- Classroom instruction employees who take on a whole class for half of the day shall be paid \$50 and for an entire day will be paid \$100.
- Teachers who substitute during their planning time shall be paid their hourly rate of pay.
- Teachers who receive students due to auto splitting for more than half the day shall be paid \$30. Should more than one teacher split on the same day, the teachers receiving the students shall be eligible for an additional \$30 for each subsequent split. There will be no additional pay for splits which are less than half a day.

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

- OCEA is rejecting the MOU counter-proposed to address the Additional Pay for Substituting or Auto-splitting.
- OCEA contends SDOC would be requiring some individuals to substitute in classrooms during their planning time which would violate the current contract language.
- OCEA contends that SDOC is shifting the responsibility for safety and supervision of classrooms to employees who are already over-worked, and underpaid instead of hiring teachers, substitutes, or pulling from management to cover classes.
- OCEA contends the district is failing to address the concerns presented in the original proposal; teachers auto-splitting, non-classroom instructional personnel being pulled from their responsibilities, and teachers sacrificing their planning time to assist with coverage.
- OCEA contends the district is failing to collaboratively negotiate.

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### 3. Additional Pay Based on Class Size

#### Osceola County Education Association (OCEA) Proposal Date:

September 08, 2022

[Article Not Specified]

#### Class Size Workload

The parties agree that class size optimums are established and that said optimums are set in accordance with Florida Statute 1003.03 as follows:

*(1) CLASS SIZE MAXIMUMS.— Each year, on or before the October student membership survey, the following class size maximums shall be satisfied:*

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

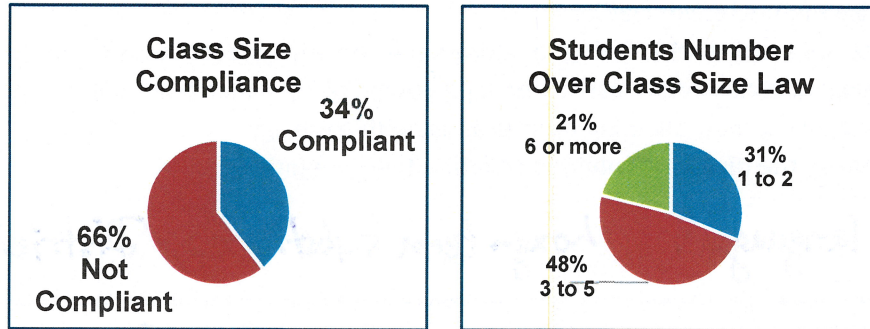
*(b) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 4 through 8 may not exceed 22 students. The maximum number of students assigned to a core-curricula high school course in which a student in grades 4 through 8 is enrolled shall be governed by the requirements in paragraph (c).*

*(c) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 9 through 12 may not exceed 25 students.*

The Board and the Association agree that optimum class size is important and impacts the effective educational program. OCEA recognizes an unprecedented amount of vacancies exist beyond the control of the district due to shortages in education and that these vacancies are causing individual class size problems and additional workload for educators. The State of Florida and SDOC continue to hold

educators to the same high standards for academic achievement. Educators with larger student numbers are disadvantaged with the workload, which leads to loss of even more educators. With each additional student added to a roster, the number of papers to grade increases, tracking data and differentiating instruction along with assembling supplies is timelier. The need for more parent communication is required, as is more ESE and ESOL meetings which causes loss of planning time.

OCEA conducted a survey with district instructional employees September 1-6, 2022. The survey had 951 responses. Instructional classroom teacher responses are included in the chart.



OCEA proposes SDOC pay for the additional workload created when student class size is not met according to Florida Statute 1003.03 Sections (1)(a-c).

Position	Student number above amendment	OPS Contract amount
Elementary (Self-Contained)	1-3	4 hours per week
Elementary (Team)	1-3	2 hour per week per teacher, per class
Elementary (Self-Contained)	4-6	10 hours per week
Elementary (Team)	4-6	6 hours per week per teacher
Secondary Core* & Electives	1-5 (across all periods)	2 hour per week
Secondary Core * & Electives	6-10 (across all periods)	4 hours per week
Secondary Core* & Electives	11-20 (across all periods)	10 hours per week
Extra-Curricular/ Electives, etc. Elementary Schools	$\leq 800$ $801 \leq \text{SFTE} \leq 1201$ $1201 \leq \text{SFTE} \leq 1600$ $1601 \leq \text{SFTE} \leq 2000$	4 hours per week 6 hours per week 8 hours per week 10 hours per week

\* Florida Statute 1033.03

Section (14) "Core-curricula courses" means:

- (a) *Courses in language arts/reading, mathematics, social studies, and science in prekindergarten through grade 3, excluding extracurricular courses pursuant to subsection (15);*
- (b) *Courses in grades 4 through 8 in subjects that are measured by state assessment at any grade level and courses required for middle school promotion, excluding extracurricular courses pursuant to subsection (15);*
- (c) *Courses in grades 9 through 12 in subjects that are measured by state assessment at any grade level and courses that are specifically identified by name in statute as required for high school graduation and that are not measured by state assessment, excluding extracurricular courses pursuant to subsection (15);*
- (d) *Exceptional student education courses; and*
- (e) *English for Speakers of Other Languages courses.*

**District's Response**

**Date:** October 20, 2022

- Management's disposition is that contract language is not needed at this time to address these concerns.
  - OCEA contends management is viewing the issue from a single lens and not viewing this from the position that educators are leaving this district due to the expectations placed upon them to perform at high levels without reward, while having classes that are over the recommended limit. The effect educators have on student learning is directly connected to class-size, and this further connects to the school grade and district grade.
- Management contends that the School District is in compliance with *Section 1003.03 – Maximum class size, Florida Statutes*, and *Section 1002.31 – Controlled open enrollment; public school parental choice, Florida Statutes*, which states:
 

(5) *For a school or program that is a public school of choice under this section, the calculation for compliance with maximum class size pursuant to s. 1003.03(4) is the average number of students at the school level.*

  - OCEA contends that because a school or district is a school of choice does not exempt the district from following Section 1003.3 of the law. Moreover, not all parents use the public school system as a "Choice" option and expect that their students are educated in classroom with the ratio as the Florida State Constitution was voted.
- Per *Section 1002.31 – Controlled open enrollment; public school parental choice, Florida Statutes*, the Osceola County School Board adopted *Osceola County School Board Rule 5.22 – Controlled Open Enrollment*.
  - OCEA contends that Section 1002.31 (2)(a) states that enrollment is subject to 1003.3.
- More information on class size can be found on the Florida Department of Education website here:
  - <https://www.fldoe.org/finance/budget/class-size/>

- Management also provides the School District's *Class Size Report* as supporting documentation [attached].
  - OCEA contends that the report supplied is using averaging and utilizing instructional non-classroom teachers as if these individuals are classroom instructional teachers. It misrepresents who is performing the workload and how much workload is expected. OCEA contends it looks good on paper but is not the reality.
  - OCEA contends that SDOC Management is failing to collaboratively negotiate.

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

Osceola County Education Association (OCEA) Proposal: *Title Date:*  
September 08, 2022

### MEMORANDUM OF UNDERSTANDING 2022-23 Central Elementary and Highlands School Improvement Impact Supplement Instructional Employees

Whereas, Osceola County Education Association (OCEA), and the School District of Osceola County, Florida agree to work collaboratively to resolve all issues that impact the wages, hours, terms, and conditions of employment for instructional employees, and

Whereas, both parties agree that efficient compliance with applicable state and federal laws and our collective bargaining agreement and that consistency in standards of service are priorities for School District employees, students, parents, and community members; and

Whereas, both parties agree that the School District should be encouraged to apply for significant grant opportunities that may provide additional earning opportunities for instructional employees; and

Whereas, the School District currently has two (2) elementary schools (e.g., Central Avenue Elementary School and Highlands Elementary School) that may meet the required criteria designated within the application for the *2022-23 Unified School Improvement Grant (UniSIG)*;

Whereas, OCEA supported the application of the *2022-23 Unified School Improvement Grant (UniSIG)*, which did not include compensation for all instructional employees;

Whereas, both parties agree that equitable treatment with compensation is essential to a collaborative spirit that is vital to the improvement of low performing schools;

Therefore, be it resolved that both parties agree to the *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* and the following terms and conditions of employment in the event of and pursuant to the School District's award of the *2022-2023 Unified School Improvement Grant (UniSIG)*:

- The School District shall compensate all remaining instructional employees at Central Avenue Elementary School and Highlands Elementary School meeting the following criteria:

- Have a two-year (2021-22 and 2022-23) district evaluation rating of Highly Effective or Effective;
- Have a start date of no later than October 15, 2022
- Upon completion of the 2022-2023 school year and no later than June 30, 2023, all eligible instructional employees at Central Avenue Elementary and Highlands Elementary covered by this agreement shall receive:
  - \$7500 for a district evaluation of Highly Effective or Effective.
- If an instructional employee leaves Central Avenue Elementary School or Highlands Elementary School prior to the last day of school year ending in 2022-23 the award amount shall not be awarded.
- Upon release of all student and school data the School District of Osceola County and the Osceola County Education Association shall evaluate the effectiveness of the *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* and the *2022-2023 Unified School Improvement Grant (UniSIG) is complete.*
- The *2022-23 Central Elementary and Highlands School Improvement Impact Supplement* will expire upon the completion of payment to all eligible employees and/or at such time as the *2022-2023 Unified School Improvement Grant (UniSIG) is complete.*

**OSCEOLA COUNTY  
SCHOOL BOARD**

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**

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SUPERINTENDENT  
Debra Pace

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OCEA PRESIDENT  
Lare Allen

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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

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CHIEF NEGOTIATOR FOR OCEA  
Janet Moody

**District's Response**  
**Date:** October 20, 2022

Management calculates the projected cost for OCEA's proposal to be \$180,000.00 based upon the numbers of eligible teachers listed below.

Eligible Teachers with Student Growth Score Ratings, 2021-22		
School	Effective	Highly Effective
Central Avenue Elementary	15	0

<b>Highlands Elementary</b>	9	0
<b>Sub-Totals</b>	24	0
<b>Grand Total</b>	24	
<b><i>Projected Cost (e.g., \$7500 per eligible teacher)</i></b>	\$180,000.00	

In combination with OCEA's other bargaining requests related to compensation, this proposal would significantly affect the funds available for negotiations for salary increases for all Instructional bargaining unit employees/ members.

The state or federal government legally defines the terms and conditions of grants over which the School District has no authority to change. It is not a sustainable practice to supplement state or federal grants that are intended to supplement the existing School District budget in the first place.

Management requests OCEA to identify an available funding source for their proposal.

- OCEA contends that SDOC is failing to collaboratively negotiate. A response such as this is exactly why trust has been lost with SDOC management. OCEA signed in good faith. Dr. Pace responded on September 8, 2022, "Both parties agree to continue negotiations regarding compensation of Kindergarten through Grade 3 teachers at Central and Highlands Elementary Schools, and this will be included as an item on the agenda of the next bargaining meeting."
- OCEA contends that SDOC management has more than enough funds within the Special Revenue of the district budget to provide a reward for all employees at UniSIG schools.