

# **RATIFICATION PACKET**

## **EDUCATION STAFF PROFESSIONALS (ESP)/ PROFESSIONAL SUPPORT STAFF EMPLOYEES CONTRACT**

### **TENTATIVE AGREEMENTS**

**BETWEEN**

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

**AND**

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



***July 01, 2022 through June 30, 2023***

**Tentative Agreement, May 25, 2022  
*Pending Ratification by Both Parties*  
Effective July 01, 2022**

**Dr. Debra Pace,  
Superintendent**

**Lare Allen,  
OCEA President**

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# **Salary and Benefits Package Proposal**

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

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

**for**

***Education Staff Professionals (ESP)  
Professional Support Staff Employees***



**Date of Original Proposal:**

**May 25, 2022**

**Date of Revised Proposal:**

**N/A**

**Date of Tentative Agreement:**

**May 25, 2022**

**Contract Expiration Date:**

**June 30, 2023**

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**Osceola County School Board Salary and Benefits Negotiations Proposal for the  
2022-23 School Year for the Education Staff Professionals (ESP)  
Professional Support Staff 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 Education Staff Professionals (ESP) Professional Support Staff Employees Bargaining Unit employees the following firm offer of enumerated incentives that are contingent upon each other as a single package.

**1. 2022-23 School Year Salary Negotiations**

- Each ESP bargaining unit employee shall receive:
  - One-time, non-recurring supplement of \$750.00, as previously ratified on May 04, 2021;
- Each ESP bargaining unit employee shall receive a salary increase equal to the greater of the following terms:
  - Hourly Rate of Pay by ~~Years of Service~~ <sup>Salary Step</sup>

<del>Years of Service</del> <sup>Salary Step</sup>	Hourly Rate of Pay
0 – 5	\$15.00
6 – 10	\$15.50
11 – 15	\$16.00
16 – 20	\$16.50
21 or more	\$17.00

- or -

- Two percent (2%) of the employee's annual base salary;

**2. One-time, one-paycheck benefits premium deduction holiday;**

**3. No design changes to our School District's major medical Health Insurance Plan that:**

- continues to provide our employees with health insurance coverage options, including a no-cost option for the individual employee;
- implements innovations and enhancements to provide cost-savings and new choices for our employees and their families; and
- ensures our Health Benefits Trust Fund remains fiscally solvent to serve our employees during uncertain economic times;



4. **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;
5. **Continued commitment to our School District's *Center for Employee Health***; and
6. **Memoranda of Understanding and contract language upon which both parties have reached tentative agreement since the ratification of our current *Instructional Employees' Contract* on May 04, 2021:**
  - **MOU re One-Time, Non-Recurring \$500 Supplement** [Tentative Agreement: April 14, 2022]
  - **Contract Language**
    - Substitute Stipend [Tentative Agreement: March 10, 2022]
    - Vacancies [Tentative Agreement: March 10, 2022]
    - Transfers [Tentative Agreement: April 14, 2022]
    - Professional Development [Tentative Agreement: May 19, 2022]

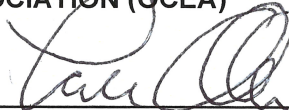
**TENTATIVE APPROVAL**

OSCEOLA COUNTY SCHOOL BOARD  
(OCSB)




CHIEF NEGOTIATOR FOR OCSB  
John Boyd

OSCEOLA COUNTY EDUCATION  
ASSOCIATION (OCEA)



OCEA PRESIDENT  
Lare Allen



CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: May 25, 2022**

# **Memoranda of Understanding, 2022-23**

***1. Union-Management Meetings***

***2. One-Time, Non-Recurring \$500 Supplement***

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**MEMORANDUM OF UNDERSTANDING**  
**Union-Management Meetings,**  
**Education Support Professionals (ESP)**

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that a means for continuing communication is valuable to both employees and managers in order to improve the workplace;

Therefore, be it resolved that for the **2021-22** contract year, both parties agree to the following conditions:

1. Representatives of both parties agree to meet with employees and managers representing the following five (5) functional areas: Clerical, Extended Day, Nurses, Paraprofessionals, and Technology Specialists.
2. A committee for each area shall be formed and meet two (2) times per year, at least once each semester of the school year.
3. The Association shall provide an agenda of discussion items to the District's Chief Negotiator no later than five (5) workdays prior to the date of the scheduled meeting.
4. The committees may discuss recommended solutions to work-related issues which could result in improved quality of work.
5. As a result of the discussions in these meetings, the Association shall provide update at each regular meeting and may submit proposals to ESP Bargaining Leadership Team. Such proposals must be recorded on the appropriate form and be supported by data and research.
6. These meetings shall not be intended for the purpose of negotiations or to bypass the grievance procedure.
7. As a result of the discussions in these meetings, the Association shall be given the opportunity to provide input regarding inservice courses and training programs for employees.

**OSCEOLA COUNTY  
SCHOOL BOARD**

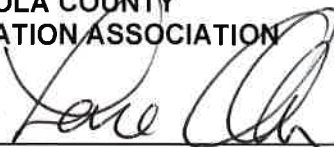


SUPERINTENDENT  
Debra Pace



CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**



OCEA PRESIDENT  
Lare Allen



CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: November 10, 2021**

**MEMORANDUM OF UNDERSTANDING –  
2021-22 One-Time, Non-Recurring \$500 Supplement, Education Staff Professionals Employees**

Whereas, the Osceola County School Board and the Osceola County Education Association recognize the talent and hard work of educators, and the critical roles that teachers, support staff, and administrators play in ensuring educational excellence for every child in the School District of Osceola County;

Whereas, the Osceola County School Board and the Osceola County Education Association understand the impact of inflation upon all employees; and

Whereas, the Osceola County School Board and the Osceola County Education Association acknowledge the ongoing need to attract and retain quality employees for the School District of Osceola County; and

Whereas, the Osceola County School Board and the Osceola County Education Association recognize that Education Staff Professionals employees desire an amount equal to the one-time non-recurring \$1,000 supplement that Instructional employees received; and

Whereas, the Osceola County School Board provided all School District employees with a one-time non-recurring \$500 supplement on March 11, 2022;

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


1. Each Education Staff Professionals bargaining unit-eligible employee shall receive an additional one-time, non-recurring supplement of \$500 in the employee's paycheck no later than the second regularly scheduled paycheck after the date of this tentative agreement;
2. Both parties agree that the one-time non-recurring \$500 supplement on March 11, 2022, and this additional one-time non-recurring \$500 supplement shall equal the \$1,000 that Education Staff Professionals employees desire;
3. Both parties agree to continue to engage in the collaborative bargaining process per *Article XVIII* of our *Education Staff Professionals Employees' Contract*; and
4. Per past practice, the School District agrees that this Memorandum of Understanding shall expire one (1) calendar year from the date of tentative agreement and signature.


**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  
Barbara Gleason

**Date: April 14, 2022**



# **Contract Language, 2022-23**

- 1. Article XIII: Hours of Work, Section J. Substitute Stipend***
- 2. Article XIV: Vacancies, Transfers, and Reduction in Force, Section A. Vacancies***
- 3. Article XIV: Vacancies, Transfers, and Reduction in Force, Section C. Transfers***
- 4. Article XIII: Hours of Work, Section L. Professional Development Day***

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**Proposed ESP Contract Language, 2022-23**

**Bargaining Leadership Team (BLT) – Education Support Professionals  
(Professional Support Staff Employees)**

- 1. Substitute Stipend [*Tentative Agreement: March 10, 2022*]**
  - 2. Vacancies [*Tentative Agreement: March 10, 2022*]**
  - 3. Transfers [*Tentative Agreement: April 14, 2022*]**
  - 4. Professional Development [*Tentative Agreement: May 19, 2022*]**
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**1. Substitute Stipend**

**Osceola County Education Association (OCEA) Proposal: *Substitute Stipend***

**Date:** October 07, 2021; February 17, 2022

**ARTICLE XIII: HOURS OF WORK**

**Section J. Substitute Stipend**

When a Professional Support Staff employee is utilized as a substitute teacher, the following daily stipend rates shall apply:

- A total of two (2) to four (4) hours equals a ~~ten dollar (\$10.00)~~ thirty-five dollar (\$35.00) daily stipend.
- A total of greater than four (4) hours equals a ~~twenty dollar (\$20.00)~~ seventy-five dollar (\$75.00) daily stipend.

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**SDOC Counter-Proposal**

**Date:** November 10, 2021; January 20, 2022; March 10, 2022

**ARTICLE XIII: HOURS OF WORK**

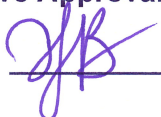


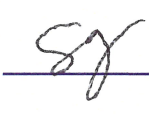
**Section J. Substitute Stipend**

When a Professional Support Staff employee is utilized as a substitute teacher, the following daily stipend rates shall apply:

- A total of two (2) to four (4) hours equals a ~~ten~~ thirty dollar (~~\$10.00~~ \$30.00) daily stipend.
- A total of greater than four (4) hours equals a ~~twenty~~ sixty dollar (~~\$20.00~~ \$60.00) daily stipend.

**[Tentative Approval Date: March 10, 2022]**

**Initials:**

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**2. Vacancies**

**OCEA Proposal: Vacancies**

**Date:** October 07, 2021

**ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE**

**Section A. Vacancies**

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Bargaining unit employees who apply and are interviewed for an advertised position will be notified in writing whether-if they have not been selected for the position within two (2) weeks of the position being filled.

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**SDOC Counter-Proposal**

**Date:** November 10, 2021; January 20, 2022; March 10, 2022

**ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE**

**Section A. Vacancies**

...

Bargaining unit employees who apply and are interviewed for an advertised position will be notified in writing or by a phone call if they have or have not been selected for the position.

[Tentative Approval Date: **March 10, 2022**]

Initials:    

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### 3. Transfers

#### OCEA Proposal: *Transfers*

Date: October 07, 2021

#### ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

##### Section C. Transfers

1. If a bargaining unit employee desires a transfer to be effective the next school year, he or she must submit a transfer request electronically on the employee portal by March 1.
2. A bargaining unit employee on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of his or her principal.
3. Bargaining unit employees may apply and will be considered for transfers at any time. Bargaining unit employees on the transfer list shall be considered first for any vacant position for which they qualify and specifically apply; however, the receiving administrator will make the final recommendation. Transfers will be completed within 30 days or less. Transfers will not be done in an arbitrary or capricious manner.

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#### SDOC Counter-Proposal

Date: January 20, 2022; April 14, 2022

#### ARTICLE XIV: VACANCIES, TRANSFERS, AND REDUCTION IN FORCE

##### Section C. Transfers

4. If a bargaining unit employee desires a transfer to be effective the next school year, he or she must submit a transfer request electronically on the employee portal by March 1.
5. A bargaining unit employee on the transfer list will not be required to transfer and is not required to discuss the transfer request with nor receive the approval of his or her principal.
6. Bargaining unit employees may apply and will be considered for transfers at any time. Bargaining unit employees on the transfer list shall be considered first for any vacant position for which they qualify and specifically apply; however, the receiving administrator will make the final recommendation. Transfers shall be completed within thirty (30) days or less. Transfers will not be done in an arbitrary or capricious manner.

[Tentative Approval Date: April 14, 2022]

Initials:



#### 4. Professional Development

##### OCEA Proposal: *Professional Development*

Date: January 20, 2022

#### ARTICLE XIII: HOURS OF WORK

##### Section L. Professional Development Day

One (1) paid Professional Development Day for bargaining unit eligible Professional Support Staff employees shall be given per year in the month of October. Education Staff Professionals employees will take the professional development of their choice from list provided by the Professional Development Department. The Professional Development Department will provide a minimum of twenty-five (25) courses that will encompass all ESP job categories (Clerical, Paraprofessionals-including ESE and VPK, Information Technology, Nurses and Extended Day). The Professional Development Department will offer at least three (3) relevant courses for each job category.

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##### SDOC Counter-Proposal

Date: January 20, 2022; April 14, 2022; May 05, 2022; May 19, 2022

#### ARTICLE XIII: HOURS OF WORK

##### Section L. Professional Development Day

One (1) paid Professional Development Day for bargaining unit eligible Professional Support Staff employees shall be given per year. Education Staff Professionals employees shall have more than one opportunity to take the professional development of their choice from the list provided by the School District and/ or the employee's administrator/ supervisor. The School District and/ or the employee's administrator/ supervisor shall provide courses that can apply to all ESP job families (Clerical, Paraprofessionals (including ESE and VPK), Information Technology, Nurses, and Extended Day). In addition, when feasible, the School District and/ or the employee's administrator/ supervisor shall provide at least one (1) course specific to each job family, and shall ensure that the capacity exists to provide all Education Staff Professionals employees who desire to take a course the opportunity to do so (e.g., multiple offerings of the same or equivalent course either on the Professional Development Day or an alternative date). However, both parties understand that the availability of courses with specific guest speakers shall be limited due to the cost and the schedule of the guest speaker.

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**OCEA Counter-Proposal**

**Date: January 20, 2022; April 14, 2022; May 05, 2022; May 19, 2022**

**ARTICLE XIII: HOURS OF WORK**

**Section L. Professional Development Day**

One (1) paid Professional Development Day for bargaining unit eligible Professional Support Staff employees shall be given in the first semester, per year. Education Staff Professionals employees shall have more than one opportunity to take the professional development of their choice from the list provided by the School District and/ or the employee's administrator/ supervisor. The School District and/ or the employee's administrator/ supervisor shall provide at least two (2) courses or six (6) inservice hours specific to each job family [Clerical, Paraprofessionals (including ESE and VPK), Information Technology, Nurses, and Extended Day], and shall ensure that the capacity exists to provide all Education Staff Professionals employees who desire to take a course the opportunity to do so (e.g., multiple offerings of the same or equivalent course either on the Professional Development Day or an alternative date). However, both parties understand that the availability of courses with specific guest speakers shall be limited due to the cost and the schedule of the guest speaker.

[Tentative Approval Date: May 19, 2022]

Initials:

