

## **Proposed Education Staff Professionals (ESP) Contract Language, 2023-24**

- 1. Employee Laptop Computers**
  - 2. Sign In/ Out Procedures**
  - 3. Bereavement Leave**
  - 4. Information and Reports**
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### **1. Employee Laptop Computers**

#### **Osceola County Education Association (OCEA) Proposal**

**Date:** September 15, 2022

#### **Article II: Miscellaneous Provisions**

##### **Section K.**

Adequate and up-to-date equipment will be provided to all Education Staff Professionals. Each staff professional shall be assigned an individual laptop computer.

#### **District's Response**

**Date:** October 20, 2022; November 17, 2022; January 19, 2023

- Management's disposition is that revised contract language is not needed at this time to address OCEA's concerns.
- Management also has concerns about fiscal responsibility that are based upon the duties assigned to an employee's job and whether the employee may need a laptop computer for the majority of the employee's workday.
- Management commits to:
  - supporting each school to provide a small number of laptops for paraprofessionals to check out on a temporary basis; and
  - requesting the Chief Information and Technology Officer to attend a future bargaining meeting to answer questions
- Management requests related data from OCEA (e.g., survey).

## 2. Sign In/ Out Procedures

### Osceola County Education Association (OCEA) Proposal

Date: September 15, 2022

#### Article XIII: Hours of Work

##### Section F. Straight Time Pay

Work time above the normal workweek but less than forty (40) hours shall be paid at the straight time hourly rate.

While Education Staff Professionals at may be required to sign in upon arrival at their school sites, they shall not be required to sign out on departure.

### SDOC Counter-Proposal

Date: February 16, 2023

#### Article XIII: Hours of Work

##### Section F. Straight Time Pay

Work time above the normal workweek but less than forty (40) hours shall be paid at the straight time hourly rate.

The School District shall require consistent sign in and sign out procedures for employees to document time worked for employee compensation in compliance with applicable federal and state laws.

If an administrator assigns an employee to a duty location at the end of the workday that is not near the location for the employee to sign out, then the employee may leave work from that duty location but shall send an electronic communication to the employee's supervising administrator (or the supervising administrator's designee) upon leaving and complete formal sign out procedures on the next regularly scheduled workday.

If an administrator assigns an employee to a duty location, and the need to ensure the safety and supervision of students causes the employee to remain on the work site beyond the contractual workday, then the employee shall be compensated with Board Leave or provided a flexible schedule on the following workday, and the employee shall not be subject to progressive discipline for working beyond the contractual workday. However, both the employee and the administrator shall work together on solutions to reduce the occurrence of such situations.

### 3. Bereavement Leave

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

Date: September 15, 2022

#### Article XV: Leave

##### Section L. Pallbearer/ Bereavement Leave

The school principal or any department head is authorized to approve any employee's request to serve as a pallbearer.

An employee who is absent from work due to the death of a member of their immediate family (spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law, domestic partner, and other members of the employee's household) may use up to (3) days of paid bereavement leave each school year. The use of bereavement leave shall not count against the employee's sick leave. If an employee requires additional time off for bereavement purposes beyond these three (3) days, the employee will use their sick leave for a reasonable number of additional days.

#### District's Response

Date: January 19, 2023

#### Article XV: Leave

##### Section L. Pallbearer/ Bereavement Leave

The school principal or any department head is authorized to approve any employee's request to serve as a pallbearer or to attend the funeral of a member of their immediate family (e.g., spouse, sibling, child, parent, parent-in-law, grandparent, grandparent-in-law, domestic partner, or other member of the employee's immediate household).

## 4. Information and Reports

### Osceola County Education Association (OCEA) Proposal

Date: September 15, 2022

#### Article IV: Association Rights

##### Section C. Information and Reports

1. The Board agrees to furnish copies of any Board-related public documents ~~reasonably requested by the Association at the cost established in the Xerox printing schedule, "Outside Copying-In-School personnel."~~ free of charge. The term "In-School Personnel" shall be applicable only to Xerox printing. The Board further agrees to provide the Association electronic access to public documents in connection with Board meetings, including access to the Board agenda and supplemental packet, (excluding employee application and reference forms) upon publication, without cost. The Board agrees to provide the Associations with public documents regarding work-related issues (i.e., pay, benefits, and working conditions) at least 24 hours prior to announcements to the employees. Public, and the press. In addition, the Board shall provide the Association access to all public records not exempted by Florida Statutes within ~~a reasonable timeframe~~ thirty days of such request. The School Board directory will be supplied to the Association electronically without cost no later than ten (10) days following the first employees' payday.
2. The Board will provide the Association with the names and addresses of all new bargaining unit employees and all retiring bargaining unit ~~annually~~ monthly.

### SDOC Counter-Proposal

Date: October 20, 2022; November 17, 2022; January 19, 2023

#### Article IV: Association Rights

##### Section C. Information and Reports

1. The Board agrees to furnish ~~copies of any Board-related public documents reasonably requested by the Association at the cost established in the Xerox printing schedule, "Outside Copying-In-School personnel."~~ a copy of any Board-related public document requested by the Association in writing at the cost established in state law. The term "In-School Personnel" shall be applicable only to Xerox printing. The Board further agrees to provide the Association electronic access to public documents in connection with Board meetings, including access to the Board agenda and supplemental packet, (excluding employee application and reference forms) through the School District's public website at no charge. In addition, pursuant to Chapter 119 – Public Records, Florida Statutes, the Board shall provide the Association access to all existing public records not exempted by Florida Statutes within a reasonable timeframe of such request. The School Board directory will be supplied to the Association electronically without cost no later than ten (10) days following the first employees' payday.
2. The Board will provide the Association with the names and addresses of all new bargaining unit employees and all retiring bargaining unit employees ~~annually~~ quarterly.

**Tentative Agreement on Management's Counter-Proposal: January 19, 2023**

**MEMORANDUM OF UNDERSTANDING –  
2022-23 One-Time, Non-Recurring Supplement,  
Education Staff Professionals Employees**

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

Whereas, both parties reached tentative agreement upon salaries and benefits for Education Staff Professionals employees for the current 2022-23 school year on May 25, 2022, and ratified this agreement on August 31, 2022, pursuant to related state law;

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

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

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

1. For the current 2022-23 school year, Management shall provide a **one-time, non-recurring supplement in the amount of \$500** for each Education Staff Professionals employee who is employed with the School District on the date that both parties reach tentative agreement and sign this Memorandum of Understanding;
2. Payment of this supplement to eligible Education Staff Professionals employees shall be made no later than two (2) pay periods after the date of this Memorandum of Understanding; and
3. For the 2023-24 school year, Management shall provide a **one-time, non-recurring supplement in the amount of \$500** for each Education Staff Professionals employee who is employed with the School District on the first scheduled workday of the 2023-24 school year;
4. Payment of this supplement to eligible Education Staff Professionals employees shall be made no later than October 31, 2023, as a retention incentive; and
5. The funding source for each supplement shall be the School District’s existing Elementary and Secondary School Emergency Relief (ESSER) and American Rescue Plan (ARP) funds that expire June 30, 2024;
6. The above terms and conditions shall expire on June 30, 2024.

**OSCEOLA COUNTY  
SCHOOL BOARD**

\_\_\_\_\_  
SUPERINTENDENT  
Debra Pace

\_\_\_\_\_  
CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**

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

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CHIEF NEGOTIATOR FOR OCEA  
Janet Moody

**Date: February 16, 2023**

ESP Hourly Rate Proposal for FY24

	E	D	F	2	3	4	5	6	7	8
0-5(T1)	15.10	15.30	15.65	15.40	15.70	16.20	16.50	16.80	17.10	17.60
6-10 (T2)	15.60	15.80	16.15	16.20	16.50	17.00	17.30	17.60	17.90	18.40
11-15 (T3)	16.10	16.30	16.65	16.70	17.00	17.50	17.80	18.10	18.40	18.90
16-20 (T4)	16.60	16.80	17.15	17.45	17.85	18.60	19.00	19.40	19.80	20.80
21+ (T5)	17.35	17.55	17.65	18.45	18.95	19.95	20.45	20.95	21.35	22.60

	9	10	10A	10B	10C	10D	11	12	13	14
0-5(T1)	17.90	18.40	19.15	19.40	20.15	20.65	21.15	22.40	23.65	24.90
6-10 (T2)	18.70	19.20	19.95	20.20	20.95	21.45	21.95	23.20	24.45	25.70
11-15 (T3)	19.20	19.70	20.45	20.70	21.45	21.95	22.45	23.70	24.95	26.20
16-20 (T4)	21.20	21.95	22.95	23.20	24.20	25.20	26.20	27.70	29.20	30.70
21+ (T5)	23.10	24.10	25.35	25.60	26.85	28.10	29.35	31.10	32.85	34.60

	15	16	17	K	KA	KB	Nurse-LPN	Reg Nurse
0-5(T1)	27.00	28.90	30.10	22.45	23.20	23.95	21.67	29.30
6-10 (T2)	28.25	30.15	31.35	23.70	24.45	25.20	22.67	31.30
11-15 (T3)	29.50	31.40	32.60	25.20	25.95	26.70	23.67	33.30
16-20 (T4)	31.00	32.90	34.10	26.95	27.70	28.45	24.92	35.55
21+ (T5)	32.75	34.65	35.85	28.95	29.70	30.45	26.42	37.80

Para Degree Incentive	
Degree	0.57
60+ SH	0.40
PPP	0.20

ProTech Degree Incentive	
AA	0.45
BA	0.72
MA	0.85
SP	1.00
DR	1.15

**School District of Osceola County  
Plan Design Options for 10-1-2023**

	PLAN 1			PLAN 2			PLAN 3		
	Health Center Plan with Tiers 1&2 Only	Proposed Essential Plan		Proposed Advantage Plan					
	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3	Tier 1	Tier 2	Tier 3
PCP - Health Center	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Telemedicine	\$0	\$0	Not Covered	\$0	\$0	Not Covered	\$0	\$0	Not Covered
PCP	N/A	\$40	Ded/Co-Ins	\$20	\$40	Ded/Co-Ins	\$15	\$25	\$30
Specialist	\$30	\$80	Ded/Co-Ins	\$40	\$80	Ded/Co-Ins	\$40	\$50	\$60
Referral Needed to Specialist?	Yes	No	No	No	No	No	No	No	No
Urgent Care	\$45	\$45	Ded/Co-Ins	\$45	\$45	Ded/Co-Ins	\$45	\$45	Ded/Co-Ins
Emergency Room	\$400 copay (waived if admitted)	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Labwork at independent lab	any facility	any facility	any facility	any facility	any facility	any facility	any facility	any facility	any facility
Labwork at other facilities	\$0 (Health Center, Quest or LabCorp only)	30% no Deductible	30% no Deductible	\$10 (Ex. Quest Diagnostics)	30% no Deductible	30% no Deductible	\$5 (Ex. Quest Diagnostics)	25% no Deductible	25% no Deductible
Advanced Imaging	80% No Deductible	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Advanced Imaging through Green Imaging	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins	Ded/Co-Ins
Deductible	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Co-Insurance	\$500 / \$1,000	\$1,250/\$2,500	\$1,250/\$2,500	\$900 / \$1,800	\$1,250/\$2,500	\$1,250/\$2,500	\$600/\$1,200	\$950/\$1,900	\$950/\$1,900
Maximum Out of Pocket	80%	70%	70%	70%	70%	70%	75%	75%	75%
	\$4,000/\$8,000	\$6,300/\$13,600	\$6,300/\$13,600	\$5,000/\$10,000	\$6,300/\$13,600	\$6,300/\$13,600	\$4,000/\$8,000	\$6,700 / \$12,400	\$6,700 / \$12,400
RX	Prescriptions Unlimited Only	Preferred Pharmacy	Non-Preferred Pharmacy	Preferred Pharmacy	Non-Preferred Pharmacy	Non-Preferred Pharmacy	Preferred Pharmacy	Non-Preferred Pharmacy	Non-Preferred Pharmacy
Deductible	No Deductible	No Deductible	\$300 waived for preferred generics	No Deductible	\$300 waived for preferred generics	\$75	No Deductible	\$75 waived for preferred generics	\$75
Generics Obtained at Health Center	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Preferred Generic	\$0	\$6	\$10	\$6	\$10	\$10	\$5	\$10	\$10
Preferred Brand	\$45	\$45	20% up to \$75	\$45	\$45	20% up to \$75	\$40	20% up to \$50	20% up to \$50
Non-Preferred Brand	50% up to \$150	50% up to \$150	50% up to \$200	50% up to \$150	50% up to \$200	50% up to \$200	50% up to \$125	50% up to \$150	50% up to \$150
Specialty	\$75	50% up to \$200	Not Covered	50% up to \$200	50% up to \$200	Not Covered	50% up to \$200	Not Covered	Not Covered
International Program with Elect Rx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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

Proposed Changes for Plan Year 2023-24

CURRENT = \$ 341.30      Board Contribution Amounts - PER PAY PERIOD (20)      PROPOSED = \$ 374.90

Employee Contribution Amounts - PER PAY PERIOD (20)						
CURRENT	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Essentials	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only			\$0.00	\$25.00	\$25.00	\$50.00
Employee + Spouse			\$325.00	\$375.00	\$385.00	\$435.00
Employee + Child(ren)			\$152.00	\$202.00	\$195.00	\$245.00
Employee + Family			\$452.00	\$502.00	\$530.00	\$580.00
Half Family Primary			\$20.00	\$50.00	\$170.00	\$220.00
Half Family Secondary			\$0.00	\$0.00	\$0.00	\$0.00

PROPOSED	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Essentials	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only			\$0.00	\$25.00	\$50.00	\$75.00
Employee + Spouse			\$325.00	\$375.00	\$450.00	\$500.00
Employee + Child(ren)			\$152.00	\$202.00	\$275.00	\$325.00
Employee + Family			\$452.00	\$502.00	\$575.00	\$625.00
Half Family Primary			\$20.00	\$50.00	\$300.00	\$350.00
Half Family Secondary			\$0.00	\$0.00	\$0.00	\$0.00



