

# **RATIFICATION PACKET**

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

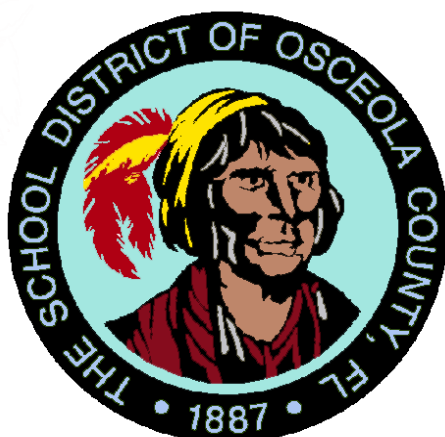
### **TENTATIVE AGREEMENTS**

**BETWEEN**

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

**AND**

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



***July 01, 2020 through June 30, 2023***

**Tentative Agreement, April 08, 2021  
*Pending Ratification by Both Parties*  
Effective July 01, 2020**

**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

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: April 08, 2021**

*The School District of Osceola County, Florida (SDOC)*

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**Osceola County School Board Salary and Benefits Negotiations Proposal for the 2020-21, 2021-22, and 2022-23 School Years 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. 2020-21 School Year Salary Negotiations**

- One-time, non-recurring supplement per ESP bargaining unit employee equal to the greater of \$700.00 or three percent (3%) of the employee's annual base salary;
- Two (2) additional paid non-work days for twelve (12) month employees [e.g., Rodeo Day and one (1) additional day during Spring Break] in appreciation for the diligence of our twelve (12) month employees who have worked throughout the pandemic, including during the spring school closure period;

**2. 2021-22 School Year Salary Negotiations**

- \$0.30 cents per hour salary increase for each ESP bargaining unit employee;

**3. 2022-23 School Year Salary Negotiations**

- One-time, non-recurring supplement per ESP bargaining unit employee of \$750.00;
- One-time, one-paycheck benefits premium deduction holiday per ESP bargaining unit employee;
- Both parties agree to return to salary negotiations for the 2022-23 school year if the change in the available unrestricted Florida Education Finance Program (FEFP) per student funding is greater than two percent (2%);

**4. 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;

5. **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;
6. **Continued commitment to our School District's *Center for Employee Health***;
7. **Revised 2020-21 Contract** that includes tentatively approved Memoranda of Understanding and contract language:
  - **2020-21 Memoranda of Understanding**
    1. *Additional Pre-Planning Day*
    2. *Safe Return to School*
    3. *Union-Management Meetings (UMMs)*
  - **2020-21 Contract Language**
    1. *Article II: Miscellaneous Provisions, Section F. Employee Dress*
  - **2019-20 Memoranda of Understanding**
    1. *Cost-Saving Innovations to the Health Insurance Benefits Plan*
    2. *Florida Best and Brightest Teacher Program*
    3. *Health Insurance Benefits Plan Design*
    4. *SIG4 Grant Impact*
    5. *Union-Management Meetings*
  - **2019-20 Contract Language**  
N/A

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.

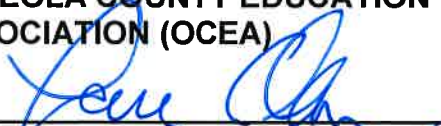
**TENTATIVE APPROVAL**

OSCEOLA COUNTY SCHOOL BOARD  
(OCSB)



CHIEF NEGOTIATOR FOR OCSB  
John Boyd

OSCEOLA COUNTY EDUCATION  
ASSOCIATION (OCEA)



OCEA PRESIDENT  
Lare Allen



CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: April 08, 2021**

Prepared by: John Boyd, Director of Government & Labor Relations, Department of Human Resources  
Revised: **April 9, 2021**



# **Memoranda of Understanding, 2019-20 and 2020-21**

## **2019-20**

- 1. Cost-Saving Innovations to the Health Insurance Benefits Plan***
- 2. Florida Best and Brightest Teacher Program***
- 3. Health Insurance Benefits Plan Design***
- 4. SIG4 Grant Impact***
- 5. Union-Management Meetings***

## **2020-21**

- 1. Additional Pre-Planning Day***
- 2. Safe Return to School***
- 3. Union-Management Meetings (UMMs)***

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**MEMORANDUM OF UNDERSTANDING –  
Cost-Saving Innovations to the Health Insurance Benefits Plan,  
Education Support Professionals (ESP)**

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

- providing competitive salaries and benefits for professional support staff employees is a priority in order to recruit and retain quality employees;
- 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  
Apyrle Jackson

\_\_\_\_\_  
CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: January 16, 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:

<b>Code#</b>	<b>School Name</b>	<b>School Type</b>
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~~<sup>2000</sup> 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~~<sup>650</sup> 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

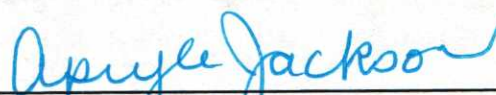


SUPERINTENDENT  
Debra Pace




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.

<sup>1</sup>Note.—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.”

<sup>2</sup>Note.—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 –  
2020-21 Health Insurance Benefits Plan Design,  
Education Support Professionals (ESP)**

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



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CHIEF NEGOTIATOR FOR OCSB

John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**



\_\_\_\_\_  
OCEA PRESIDENT

Apryle Jackson



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CHIEF NEGOTIATOR FOR OCEA

Barbara Gleason

**Date: May 14, 2020**

SDOC HEALTH PLAN DESIGNS - EFFECTIVE 10-1-2020

	Proposed BASE PLAN for 10-1-2020		Proposed BUY UP PLAN for 10-1-2020	
	GOOD	BETTER	BEST	BEST
	TIER 3 BENEFITS	TIER 2 ENHANCEMENT Evolutions Relationships	TIER 1 ENHANCEMENT Evolutions Relationships	TIER 1 ENHANCEMENT Evolutions Relationships
	GOOD	BETTER	BEST	BEST
IN NETWORK	Same as CURRENT Benefit Design	Same as CURRENT Benefit Design	Same as CURRENT Benefit Design	Same as CURRENT Benefit Design
DEDUCTIBLE	\$0	\$0	\$800 / \$1,800	\$800 / \$1,200
COINSURANCE	30%	30%	30%	25%
OUT OF POCKET MAXIMUM	\$4,000	\$4,000	\$4,000	\$3,000
SDOC HEALTH CENTER COPY	\$0	\$0	\$0	\$0
TELEMEDICINE	\$25	\$25	\$25	\$0
POP OFFICE VISIT (NON-HEALTH CENTER)	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS
SPECIALIST OFFICE VISIT	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS
EMERGENCY ROOM	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS
URGENT CARE	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS
LABWORK - DONE AT INDEPENDENT LAB	30% NO DED.	30% NO DED.	30% NO DED.	25% NO DED.
LABWORK - ALL OTHER FACILITIES	DED / CO-INS	DED / CO-INS	DED / CO-INS	DED / CO-INS
ADVANCED IMAGING	DED / CO-INS	DED / CO-INS	DED / CO-INS	DED / CO-INS
ADVANCED IMAGING THROUGH GREEN IMAGING	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS	DEDUCTIONS
Prescription Drug Benefit	Non-Preferred Pharmacy	Preferred Pharmacy (see legend)	Preferred Pharmacy (see legend)	Preferred Pharmacy (see legend)
DEDUCTIBLE (waived for preferred generics)	\$300	No Deductible	No Deductible	No Deductible
GENERIC OBTAINED AT SDOC HEALTH CENTER	\$0	\$0	\$0	\$0
PREFERRED GENERIC	\$10	\$8	\$8	\$5
PREFERRED BRAND	20% up to \$75	\$45	\$45	\$40
NON-PREFERRED BRAND	50% UP TO \$200	50% up to \$160	50% up to \$160	50% UP TO \$135
SPECIALTY	75% UP TO \$250	50% up to \$200	50% up to \$200	50% UP TO \$200
International Program with ElectRx	Preferred Pharmacy Only	Preferred Pharmacy Only	Preferred Pharmacy Only	Preferred Pharmacy Only
OUT OF NETWORK	For care outside of Evolutions Relationship, current "in Network" benefits apply	Evolutions Relationship of providers - Tier 1 Providers and Tier 2 Providers	Evolutions Relationship of providers - Tier 1 Providers and Tier 2 Providers	Evolutions Relationship of providers - Tier 1 Providers and Tier 2 Providers
DEDUCTIBLE	N/A	N/A	N/A	N/A
COINSURANCE	N/A	N/A	N/A	N/A
OUT OF POCKET MAXIMUM	N/A	N/A	N/A	N/A
Employee Only	\$0	\$0	\$0	\$0
Employee + Spouse	\$25	\$25	\$25	\$25
Employee + Child	\$10	\$10	\$10	\$10
Employee + Family	\$45	\$45	\$45	\$45
HRF Family Primary	\$0	\$0	\$0	\$0
HRF Family Secondary	\$0	\$0	\$0	\$0
HRF Adult Dep child age 26-30	\$25	\$25	\$25	\$25
Employee Only	\$25	\$25	\$25	\$25
Employee + Spouse	\$10	\$10	\$10	\$10
Employee + Child	\$45	\$45	\$45	\$45
Employee + Family	\$0	\$0	\$0	\$0
HRF Family Primary	\$0	\$0	\$0	\$0
HRF Family Secondary	\$0	\$0	\$0	\$0
HRF Adult Dep child age 26-30	\$375	\$375	\$375	\$425

<b>LEGEND - ADDITIONAL INFO</b>	
<b>EVOLUTIONS Health Care Systems</b> has built custom relationships for SDOC 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	
<b>Medical Advocacy Program (MAP):</b> 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.	
<b>How the "MAP" plan works for planned procedures and services that require pre-certification:</b>	
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
<b>Direct Cash Pay Program for Tier 2 and Tier 3 Claims:</b>	
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.	
<b>Prescription Drug Benefits:</b> 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.	

**MEMORANDUM OF UNDERSTANDING –  
2019-20 School Improvement Grant 1003(g) Cohort 4 (SIG4),  
Professional Support Staff 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 professional support staff 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 professional support staff 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:

- 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.
- All current Central Avenue Elementary School professional support staff employees in good standing shall be guaranteed employment within the School District for the 2017-18 school year.

"Good standing" shall be defined as professional support staff employees who have:

- No "Development Needed" or "Unsatisfactory" 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.
- 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.

- 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 professional support staff employees; and
  - Applicants who are outside the School District.
- 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.
- All current Central Avenue Elementary School professional support staff 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 a similar position at a worksite within the School District.
- In order to comply with the terms of the School Improvement Grant 1003(g) Cohort 4 (SIG4), as a condition of employment, each professional support staff employee who is hired for a 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.
- 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 or beyond the regular contractual workday and during the summer months.
- The School District provides the following assurances for each professional support staff employee who is hired for a position at Central Avenue Elementary School:
  - The regular contractual workday for professional support staff employees shall remain the same as the employee's current regular contractual workday (e.g., 7 hours, 7.5 hours, etc.);
  - The regular contractual workweek for professional support staff employees shall remain 37.5 hours;



- Professional support staff 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 a professional support staff 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 "Satisfactory" or "Strength."
- Professional support staff employees who are hired for positions at Central Avenue Elementary School 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 Bonus = \$2500 to be paid in one (1) installment no earlier than after the completion of Year 03 [2019-20] and no later than after the completion of Year 04 [2020-21] using other School District funds which are not SIG4 Grant funds
- Bonuses shall be paid as supplements for retirement purposes where permissible within the terms of the grant.
- If a professional support staff employee, who is hired for a position at CAES, earns a final summative evaluation rating of "Needs Improvement" or "Unsatisfactory," then the professional support staff employee shall retain current contractual rights for transfer with a Professional Improvement Plan to a worksite other than CAES.
- Both parties understand that:
  - 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
  - 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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SUPERINTENDENT  
Debra Pace



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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

OSCEOLA COUNTY  
EDUCATION ASSOCIATION



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OCEA PRESIDENT  
Apryle Jackson



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CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

Date: **May 07, 2020**

**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 **2019-20** 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

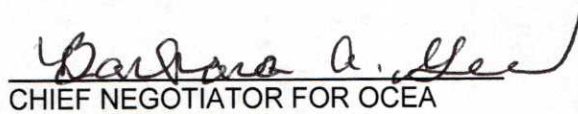


CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**



OCEA PRESIDENT  
Apryle Jackson



CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: September 24, 2019**

**MEMORANDUM OF UNDERSTANDING –  
2020-21 Additional Pre-Planning Day, Education Support Professionals (ESP)**

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**



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Debra Pace



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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**



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OCEA PRESIDENT  
Apryle Jackson



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CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: June 24, 2020**

**MEMORANDUM OF UNDERSTANDING –**  
**2020-21 Safe Return to School, Education Staff Professionals**  
**(Professional Support Staff 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 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.

3. Management agrees to post a weekly report of COVID-19 incidents on the School District website [e.g., [www.osceolaschools.net/COVID-19Incidents](http://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.
4. 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 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 in a reasonable but prompt amount of time upon the condition that Management has received and verified knowledge of such a case.

OSCEOLA COUNTY  
SCHOOL BOARD

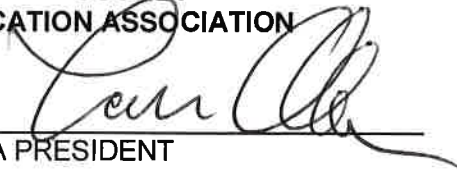


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SUPERINTENDENT  
Debra Pace



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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

OSCEOLA COUNTY  
EDUCATION ASSOCIATION



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OCEA PRESIDENT  
Lare Allen



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CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

Date: **January 27, 2021**

**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;

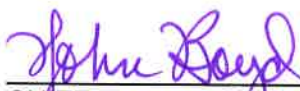
Therefore, be it resolved that for the **2020-21** contract year, both parties agree to the following conditions:

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**

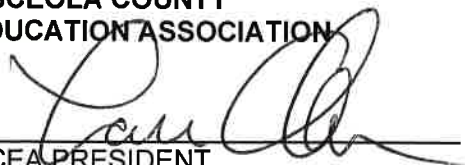


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Debra Pace



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CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY**  
**EDUCATION ASSOCIATION**



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OCEA PRESIDENT  
Lare Allen



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CHIEF NEGOTIATOR FOR OCEA  
Barbara Gleason

**Date: October 15, 2020**

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## **Contract Language, 2019-20 and 2020-21**

**2019-20**

**N/A**

**2020-21**

***1. Article II: Miscellaneous Provisions, Section F.  
Employee Dress***

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**Proposed ESP Contract Language, 2020-21**

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

**1. Employee Dress**

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**OCEA Proposal: *Employee Dress***

**Date:** September 17, 2020

**Article II: Miscellaneous Provisions**

**Section F. Employee Dress**

~~Employee should dress professionally and be generally neat, clean and well groomed. Dress should be appropriate to the work assignment. The following are guidelines concerning dress:~~

- ~~1. The size of shirts and pants must be appropriate to the employee's body size and not oversized or undersized. T-Shirts (except school logo/spirit shirts), clothing with rips or tears, clothing which is revealing (plunging necklines, exposes midriff, transparent or translucent, or excessively tight) shall not be worn.~~
- ~~2. Pants or shorts with belt loops which are visible must be worn with a belt so that the waistband is at the waist and not below.~~
- ~~3. The hem of skirts or dresses must be no shorter than mid-thigh.~~
- ~~4. Employees may also wear sandals provided they do not interfere with safety or job requirements. Flip-flops may not be worn.~~
- ~~5. Employee dress should not interfere with the work environment or present safety concerns.~~

Employees should be generally neat in appearance, grooming, and dress. Employee dress should not interfere with the working environment or present safety concerns.

**SDOC Counter-Proposal**

**Date:** November 19, 2020

**Management accepts OCEA's proposal.**

**[Tentative Approval Date: November 19, 2020]**

**Initials:**

Handwritten initials and signatures on a horizontal line. From left to right: 'JB' in blue ink, 'by' in blue ink, a large signature in black ink, and another signature in blue ink.

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