

## Article II: Negotiations Procedure

*OCEA Proposes*

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.

## **Additional Pay for Substituting or Auto-splitting**

### 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.

## 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:

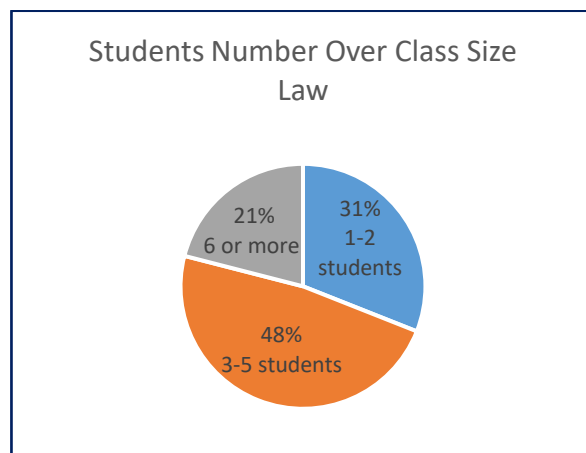
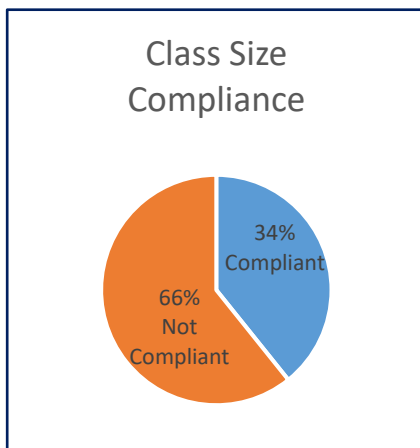
(a) *The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for prekindergarten through grade 3 may not exceed 18 students.*

(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	≤ 800 801 ≤ SFTE ≤ 1201 1201 ≤ SFTE ≤ 1600 1601 ≤ SFTE ≤ 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.

**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**

---

SUPERINTENDENT  
Debra Pace

---

CHIEF NEGOTIATOR FOR OCSB  
John Boyd

**OSCEOLA COUNTY  
EDUCATION ASSOCIATION**

---

OCEA PRESIDENT  
Lare Allen

---

CHIEF NEGOTIATOR FOR OCEA  
Janet Moody