

RATIFICATION PACKET

EDUCATION STAFF PROFESSIONALS (ESP) EMPLOYEES CONTRACT

TENTATIVE AGREEMENTS

BETWEEN

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA (OCSB)

AND

THE OSCEOLA COUNTY EDUCATION ASSOCIATION (OCEA)



July 01, 2026, through June 30, 2027

Tentative Agreement, July 29, 2026

Pending Ratification by Both Parties

Effective July 01, 2026

**Dr. Mark Shanoff,
Superintendent**

**Janet Moody,
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 2026-27 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:
Date of Revised Proposal:
Date of Tentative Agreement:
Contract Expiration Date:**

**June 9, 2026
N/A
July 29, 2026
June 30, 2027**

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**Osceola County School Board Salary and Benefits Negotiations Proposal for the
2026-27 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 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. 2026-27 School Year Salary Negotiations

- A ***non-recurring retention supplement*** equal to **2%** of the employee's minimum base salary;

2. Design changes to our School District's major medical Health Insurance Plan [attached];

- ESP employees who earned one hundred (100) Wellness Incentive Points for the current school year:
 - shall receive four (4) half workdays of Board Leave for any medical appointments; and
 - may use up to two (2) of these half workdays of Board Leave per each semester.

3. Continued commitment to our School District's *Centers for Employee Health*;

4. Additional Contingent Offers

The following items shall be contingent upon the agreement of both parties to the terms and conditions above:

- **Memorandum of Understanding**
 1. *Remote Work Teacher Planning Days* per tentative agreement reached upon June 18, 2026;
- **Contract Language [attached]**
 1. *Dues Deduction Clarification [Article IV.F.]* per tentative agreement reached upon June 09, 2026;
 2. *OCEA Leave Clarification [Article IV.G.]*
 3. *School Safety On-Call Assignment and Compensation [Article XIII.O.]* per tentative agreement reached upon June 09, 2026;
 4. *Twenty-Four Paychecks Timeline [Article XIII.H.]*
 5. *Sick Leave Bank [Article XV.C.]* per tentative agreement reached upon June 09, 2026;
 6. *Compassionate Sick Leave Donation [Article XV.R.]* per tentative agreement reached upon June 09, 2026;

7. *Employee Safety [Article II.C.]*

8. *School Nurse Clinic Back-up Coverage Supplement [Article XIII.N.]*

- **Contingencies for Workday Adjustments**

If the School District meets the minimum requirements in applicable state law [e.g., *Section 1011.61, Florida Statutes*; *State Board of Education Rule 6A-1.09512, Florida Administrative Code (FAC)*] for instructional minutes for students, then the School District shall provide the following workday adjustments in combination as required instructional minutes permit:

- **If up to two (2) Emergency Make-Up Days for the 2026-27 school year are not used, then the last student day shall adjust up to two (2) workdays earlier within the Academic Calendar; and**
- **Early Release Days on the last student days before Thanksgiving, Winter, and Spring Breaks during the 2026-27 school year (e.g., November 20, 2026; December 18, 2026; and March 11, 2027).**

All calculations and payments of the items within this tentative agreement for eligible Education Staff Professionals (ESP) bargaining unit employees shall be paid no earlier and no later than two (2) pay periods after the date of ratification of this tentative agreement by both parties and shall be retroactive to July 01, 2026, as applicable.

Pursuant to *Article XVIII: Term of Contract* of our collective bargaining agreement, both parties continue to agree that Contract Articles, specific paragraphs, or new issues may be opened, bargained, ratified, and implemented throughout the fiscal year.

**2026-27 LABOR CONTRACT, SALARY AND FRINGES ACCEPTED BY
THE SCHOOL BOARD AND THE OSCEOLA COUNTY EDUCATION ASSOCIATION,
EDUCATION STAFF PROFESSIONALS EMPLOYEES**

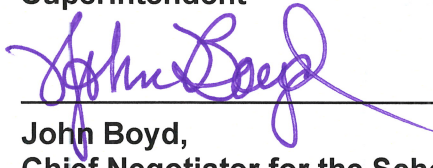
Accepted by the
School Board of Osceola County, Florida



Heather Kahoun,
Chairperson of the Board

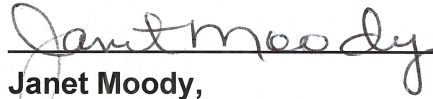


Dr. Mark Shanoff,
Superintendent

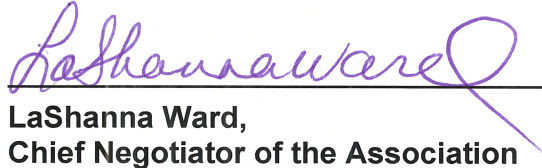


John Boyd,
Chief Negotiator for the School Board

Accepted by the
Osceola County Education Association

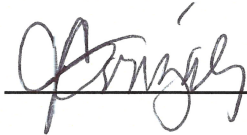


Janet Moody,
President of the Association

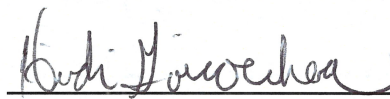


LaShanna Ward,
Chief Negotiator of the Association

Witness as to the School Board



Witness as to the Association



**Tentative Agreement by
Education Staff Professionals Employees
Bargaining Leadership Team (BLT):**

July 29, 2026

Ratified by Osceola County Education Association (OCEA):

Click or tap to enter a date.

Ratified by Osceola County School Board (OCSB):

Click or tap to enter a date.

Term of Contract Expiration Date:

June 30, 2027

**School District of Osceola County
PROPOSED CHANGES**

PLAN 1				PLAN 2			PLAN 3		
Health Center Plan with Tiers 1 & 2 Only				Proposed Essential Plan			Proposed Advantage Plan		
	Tier 1	Tier 2	All other, not Advent	Tier 1	Tier 2	All other, not Advent	Tier 1	Tier 2	All Other, not Advent
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	\$25	\$40	Ded/Co-Ins	\$20	\$25	Ded/Co-Ins
Specialist	\$30	\$50	Ded/Co-Ins	\$50	\$50	Ded/Co-Ins	\$50	\$50	Ded/Co-Ins
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	\$500 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 all other facilities	\$0 (Health Center, Quest or Orlando Health Lab only Excludes outside Lab/Corp)	30% no-Deductible	50% no Deductible	\$15 (Ex. Quest Diagnostics)	30% no-Deductible	50% no Deductible	\$10 (Ex. Quest Diagnostics)	25% no-Deductible	50% 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	--	\$50	\$0	--	\$50	\$0	\$0
Co-Insurance	\$0	\$1,100 / \$2,200	\$1,500/\$3,000	\$1,100 / \$2,200	\$1,375/\$2,750	\$1,500/\$3,000	\$1,100/\$2,200	\$975/\$1,950	\$1,500/\$3,000
Maximum Out of Pocket	20%	30%	50%	30%	30%	50%	25%	25%	50%
RX	\$4,000/\$8,000	\$6,500/\$13,000	\$7,900/\$15,800	\$6,500/\$13,000	\$7,150/\$14,300	\$7,900/\$15,800	\$6,500/\$13,000	\$7,150/\$14,300	\$7,900/\$15,800
Deductible	Prescriptions Unlimited & Grocery stores only	Preferred Pharmacy	Non-Preferred Pharmacy	Preferred Pharmacy	Non-Preferred Pharmacy		Preferred Pharmacy	Non-Preferred Pharmacy	
Generics Obtained at Health Center	No Deductible	No Deductible	\$300 applies to all tiers	No Deductible	\$300 applies to all tiers		No Deductible	\$150 applied to all Rx Tiers	
Preferred Generic	\$0	\$0	--	\$0	--		\$0	--	
Preferred Brand	\$0	\$6	\$20	\$6	\$20		\$5	\$20	
Non-Preferred Brand	\$45	\$45	20% up to \$100	\$45	20% up to \$100		\$40	20% up to \$100	
Specialty	50% up to \$150	50% up to \$150	50% up to \$350	50% up to \$150	50% up to \$350		50% up to \$125	50% up to \$350	
International Program with Elect Rx	\$75	50% up to \$200	Not Covered	50% up to \$200	Not Covered		50% up to \$200	Not Covered	
	\$0	\$25	--	\$25	--		\$25	--	

Proposed Changes for Plan Year 2026-27 - NEW HIRES RATES

CURRENT = \$	438.63	Board Contribution Amounts - PER PAY PERIOD (20)	PROPOSED = \$	451.50
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Employee Contribution Amounts - PER PAY PERIOD (20)					
CURRENT	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only	\$0.00	\$25.00	\$25.00	\$50.00	\$100.00
Employee + Spouse	\$175.00	\$225.00	\$350.00	\$420.00	\$565.00
Employee + Child(ren)	\$25.00	\$75.00	\$197.00	\$247.00	\$370.00
Employee + Family	\$200.00	\$250.00	\$497.00	\$602.00	\$725.00
Half Family Primary	\$0.00	\$50.00	\$50.00	\$75.00	\$395.00
Half Family Secondary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROPOSED	Health Center Plan	Health Center Plan	Healthy Essentials	Healthy Advantage Plus
Employee Only	\$0.00	\$62.50	\$62.50	\$250.00
Employee + Spouse	\$281.25	\$525.00	\$525.00	\$956.25
Employee + Child(ren)	\$93.75	\$308.75	\$308.75	\$743.75
Employee + Family	\$312.50	\$752.50	\$752.50	\$1,406.25
Half Family Primary	\$62.50	\$93.75	\$93.75	\$743.75
Half Family Secondary	\$0.00	\$0.00	\$0.00	\$0.00

Proposed Changes for Plan Year 2026-27

CURRENT = \$	438.63	Board Contribution Amounts - PER PAY PERIOD (20)	PROPOSED = \$	451.50
--------------	--------	--	---------------	--------

Employee Contribution Amounts - PER PAY PERIOD (20)					
CURRENT	Health Center Plan WELLNESS	Health Center Plan	Healthy Essentials WELLNESS	Healthy Advantage Plus WELLNESS	Healthy Advantage Plus
Employee Only	\$0.00	\$25.00	\$25.00	\$75.00	\$100.00
Employee + Spouse	\$175.00	\$225.00	\$350.00	\$495.00	\$565.00
Employee + Child(ren)	\$25.00	\$75.00	\$197.00	\$320.00	\$370.00
Employee + Family	\$200.00	\$250.00	\$497.00	\$620.00	\$725.00
Half Family Primary	\$0.00	\$50.00	\$50.00	\$325.00	\$395.00
Half Family Secondary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

PROPOSED	Health Center Plan	Healthy Essentials	Healthy Advantage Plus
Employee Only	\$0.00	\$50.00	\$200.00
Employee + Spouse	\$225.00	\$420.00	\$765.00
Employee + Child(ren)	\$75.00	\$247.00	\$595.00
Employee + Family	\$250.00	\$602.00	\$1,125.00
Half Family Primary	\$50.00	\$75.00	\$595.00
Half Family Secondary	\$0.00	\$0.00	\$0.00

Memoranda of Understanding

1. 2026-27 Remote Work Planning Days

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MEMORANDUM OF UNDERSTANDING –
2026-27 Remote Work Planning Days, Education Staff Professional Employees

Whereas, the School District of Osceola County, Florida, and the Osceola County Education Association believe that flexible work schedules may have a positive effect on instructional employee morale;

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

1. Remote Work Planning Days shall be defined as a non-student contact Teacher Workday during the Academic Calendar where eligible Education Staff Professional (ESP) employees may work remotely.
2. Eligible ESP employees shall be defined as **Voluntary Pre-Kindergarten Lead Paraprofessional employees** who maintain an available leave balance [unless eligible and approved for Family Medical Leave Act (FMLA) leave] and who complete regularly required forms, reports, and state or School District-level required annual trainings, etc., prior to the scheduled Teacher Workday.
3. Eligible ESP employees shall earn and receive Remote Work Planning Days on the following workdays. Eligible ESP employees may choose to participate on any or on all of these workdays.
 - **Monday, October 12, 2026;**
 - **Friday, January 8, 2027;**
 - **Friday, March 12, 2027;**
 - **Thursday, May 27, 2027**
4. Participating eligible ESP employees must notify in writing (e.g., e-mail, paper, etc.) the school principal or designee at their worksite at least five (5) workdays prior to any Teacher Workday listed in Item 3 above.
5. If a Teacher Workday must be used as a Hurricane Make-Up Day, then both parties agree to bargain the impact of such change to the terms and conditions of this MOU.

This Memorandum of Understanding will expire on **Wednesday, June 30, 2027.**

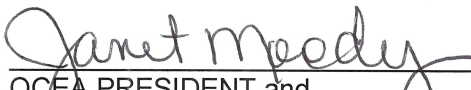
**OSCEOLA COUNTY
SCHOOL BOARD**

SUPERINTENDENT
Dr. Mark Shanoff



CHIEF NEGOTIATOR FOR OCSB
John Boyd

**OSCEOLA COUNTY
EDUCATION ASSOCIATION**



OCEA PRESIDENT and
CHIEF NEGOTIATOR FOR OCEA
Janet Moody

Date: **Wednesday, June 3, 2026**

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Contract Language

- 1. Dues Deduction Clarification [Article IV.F.]***
- 2. OCEA Leave Clarification [Article IV.G.]***
- 3. School Safety On-Call Assignment and Compensation [Article XIII.O.]***
- 4. Twenty-Four Paychecks Timeline [Article XIII.H.]***
- 5. Sick Leave Bank [Article XV.C.]***
- 6. Compassionate Sick Leave Donation [Article XV.R.]***

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Proposed Contract Language, 2026-27

**Education Staff Professional Employees Bargaining Leadership Team
(ESP BLT)**

Table of Contents

1.	Dues Deduction Clarification [Article IV.F.]	2
2.	OCEA Leave Clarification [Article IV.G.]	3
3.	School Safety On-Call Assignment and Compensation [Article XIII.O.].....	4
4.	Twenty-Four Paychecks Timeline [Article XIII.H.].....	6
5.	Sick Leave Bank [Article XV.C.].....	7
6.	Compassionate Sick Leave Donation [Article XV.R.].....	8
7.	Employee Safety [Article II.C.].....	9
8.	School Nurse Clinic Back-up Coverage Supplement [Article XIII.N.].....	11

1. Dues Deduction Clarification [Article IV.F.]

District's Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article IV: Association Rights

Section F. Payroll Dues Deduction

In order to comply with Section 447.303, Florida Statutes, Article IV.F. is unenforceable as of July 01, 2023.

1. The Board shall deduct from the pay of each ESP all membership dues of the Osceola County Education Association, provided that at the time of such deduction there is, in the possession of the Board, a valid written authorization for dues deduction executed by the employees. ...

Initials:

JB dw Jm JB

2. OCEA Leave Clarification [Article IV.G.]

District's Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

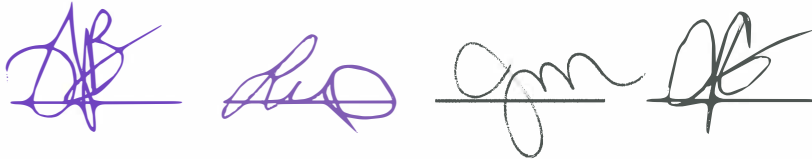
Date of Tentative Agreement: **TBD**

Article IV: Association Rights

Section G. Conference Days

The Board will establish days with pay per year for the Association to use for annual conferences, based on 4.5% of the OCEA Education Support Professional membership on June 1 of each year. Any fraction will be rounded up to the next whole number. Withdrawal of days shall be by notification from the Association President to the Superintendent or his designated representative at least five (5) working days (except in cases of emergency) in advance of the leave. The Association shall provide at least fifteen (15) working days' notice when submitting a request for the release of three (3) or more employees from a single site or more than ten (10) district-wide. Notification shall include the names of the employees to be granted leave and the conference being attended. Except in cases of emergency, no substitutions may be made later than five (5) working days prior to the effective date of leave. Each employee for whom leave is to be granted shall apply to the employee's respective principal in accordance with the same five (5) working day time limit. In order to comply with Section 447.309, Florida Statutes, OCEA shall reimburse the School District for the costs of members using this type of leave.

Initials:



3. School Safety On-Call Assignment and Compensation [Article XIII.O.]

District's Counter-Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article XIII: Hours of Work

Section O. School Safety On-Call Assignment and Compensation

1. Definition of On-Call Status

- a. On-call status shall mean those periods during which a Safety, Security, and Emergency Management employee is assigned by the supervising administrator to remain available to respond to School District needs outside of the employee's regular work schedule. Employees assigned to on-call status shall be required to carry and be accessible via a School District-issued wireless communication device.

2. On-Call Supplement (Standby Pay)

- a. Employees assigned to on-call status shall receive a daily on-call supplement as follows:
 - 1) Regular Workday: Twenty dollars (\$20.00) per day; and
 - 2) Non-Workday (including weekends, holidays, and scheduled days off): Fifty dollars (\$50.00) per day.
- b. The on-call supplement is intended to compensate the employee for availability and does not constitute compensation for hours worked.

3. Compensation for Time Worked While On-Call

- a. Employees who are required to perform work while in on-call status shall be compensated for all time actually worked in accordance with the following:
 - 1) Compensation shall be at the employee's regular hourly rate of pay for all hours worked outside of the regular contractual workday, up to forty (40) hours in the applicable workweek;
 - 2) Compensation for all hours worked in excess of forty (40) hours in the applicable workweek shall be at one and one-half (1.5) times the employee's regular hourly rate of pay, in accordance with applicable wage and hour laws; and

3) All such time worked shall be recorded and compensated in accordance with applicable wage and hour laws and School District procedures.

Initials:









4. Twenty-Four Paychecks Timeline [Article XIII.H.]

District's Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article XIII: Hours of Work

Section H. Paychecks

The Board shall pay semi-monthly. ~~Beginning the 2026-27 school year, all Education Staff Professionals employees shall receive twenty four (24) regular paychecks.~~ Employees shall have the option to receive either twenty (20) or twenty-four (24) regular paychecks for the 2026-27 and 2027-28 school years.

Initials:



5. Sick Leave Bank [Article XV.C.]

District's Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article XV: Leaves

Section C: Employees' Voluntary Sick Leave Bank

4. ELIGIBILITY

In the event of a serious personal illness, accident, or injury of which the employee has no control, causing a participating employee to be absent from work for an extended period, the employee may receive paid leave as follows:

- a. All accumulated sick leave of the employee must first be expended, ~~followed by a leave, not charged to sick, of five (5) workdays per incident.~~

Initials:

JB RW jm AB

6. Compassionate Sick Leave Donation [Article XV.R.]

District's Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

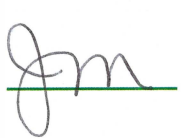
Article XV: Leaves

Section R: Compassionate Sick Leave Program

3. The following criteria shall govern the creation, maintenance, and use of the Compassionate Sick Leave Program: ...

h. In no event shall any compassionate sick leave days approved under this policy exceed a total of forty (40) sick leave and/ or vacation leave days for any single qualifying event for the recipient employee. ...

Initials:

7. Employee Safety [Article II.C.]

District's Counter-Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article II: Miscellaneous Provisions

Section C. ~~Safety and Health Program~~ Employee Safety

The Board shall be responsible for providing a safe workplace for every bargaining unit employee in compliance with all applicable state and federal laws. Consistent with applicable state law and School District policies and procedures, the administrator shall take practicable steps to maintain a safe workplace.

1. If an employee is harassed, intimidated, abused, threatened or suffers from bodily harm or property loss by an individual or a group during the performance of their duties, the employee shall immediately notify the employee's supervising administrator, in writing, as soon as possible, giving in detail the circumstances thereof. The employee's supervising administrator shall:

a. meet with the employee to offer timely support (e.g., First Aid and contacting emergency care as needed, brief review of related employee safety policies and procedures, and Employee Assistance Program (EAP) information);

b. forward the employee's report to the Superintendent or the Superintendent's designee. Within twenty (20) workdays or as soon thereafter as reasonably practicable, the employee shall receive a written response including, when warranted by the circumstances, a safety plan with reasonable safety measures for future interactions with the individual or group pursuant to subsection 9.10-2 below and subject to applicable law.

~~1.2. The Board shall be responsible for providing a safe workplace for every bargaining unit employee in compliance with all applicable state and federal laws.~~ Employees shall be responsible for complying with safety practices and procedures for reporting, in writing, on the appropriate form to their supervisor and the Office of Health and Safety, in accordance with established procedures, all unsafe conditions, facilities or equipment of which the employee is aware. It shall be the Office of Health and Safety's responsibility in conjunction with the supervising administrator to provide the employees with the training/ in-service on safety practices and the forms to be used for reporting any unsafe conditions. Employees will be

compensated at their appropriate rate of pay for all time spent during their regularly scheduled hours in mandatory training classes.

2.3. Employees shall not be required to work under conditions that the employee and/ or management reasonably believe are unsafe or hazardous, or would endanger the employee's health, safety, or well-being. In the event of a dispute between the employee and management over what constitutes an unsafe or hazardous condition, the conclusion of the District Health and Safety Specialist shall control, and they shall be held accountable by State and Federal regulations.

4. Any employee who is required to administer medications and/ or medical care to students shall be trained to do so either by a qualified medical professional employed by the Board, or an outside qualified medical professional at the Board's expense.

3.5. In any case of intimidation, harassment, assault, battery, abuse, or threat with bodily harm by an individual or group upon a ~~teacher~~ ^{employee} in the course of the ~~teacher's~~ ^{employee's} assigned duties, the Board shall refer the employee to independent legal counsel to advise the employee of the employee's rights and obligations with respect to such intimidation, assault, battery, abuse or bodily harm, and shall promptly render assistance necessary to the ~~teacher~~ ^{employee} in connection with handling of the incident by law enforcement and judicial authorities.

4. Employee Assault and/ or Battery

When an employee is assaulted or battered while in the line of duty, the work site shall maintain a record of the incident. The work site shall provide a copy of all District reports to the employee as soon as possible. It is the employee's right to notify law enforcement and pursue charges as provided under Florida law.

Initials:

JB Ru gm JB

8. School Nurse Clinic Back-up Coverage Supplement [Article XIII.N.]

District's Counter-Proposal

Date of District's Original Proposal: **Tuesday, June 9, 2026**

Date of Tentative Agreement: **TBD**

Article XIII: Hours of Work

Section N. School Nurse Clinic Back-Up Coverage Supplement

1. Eligibility Requirements:

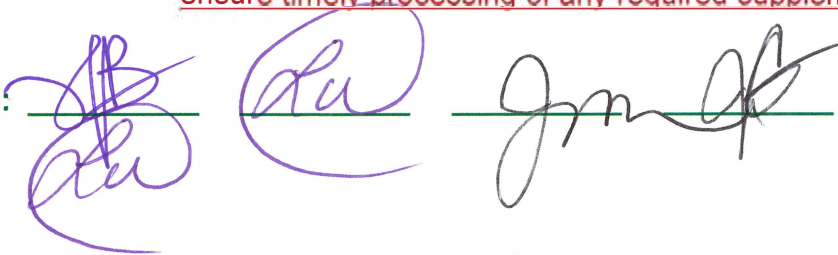
To be eligible to receive the \$700 First Aid/CPR Supplement, an employee designated by the principal as the school nurse clinic back up shall:

- a. Maintain current certification in First Aid, Cardiopulmonary Resuscitation (CPR), and Automated External Defibrillator (AED). Proof of certification shall be maintained on file and readily accessible in the school clinic;
- b. Successfully complete annual training provided by a School District nurse regarding the administration of medication. Documentation of such training shall be maintained and available for review upon request; and
- c. Provide coverage for the school nurse clinic during the nurse's scheduled duty-free lunch period and during periods of absence, as assigned.

2. Withdrawal from Assignment

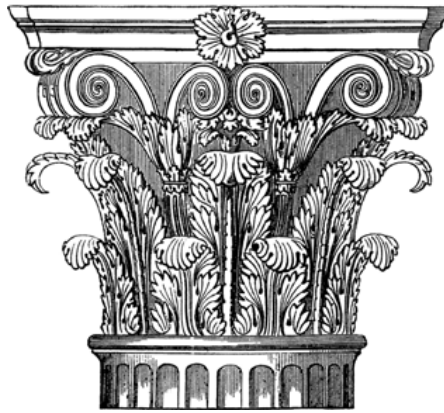
An employee assigned as the school nurse clinic back up who no longer wishes to serve in this capacity shall provide written notice to the principal. Upon receipt of such notice, the principal shall designate a replacement and ensure timely processing of any required supplement documentation.

Initials:





2026 Florida Laws that Govern Instructional Employees' Salary Negotiations



Prepared by:

John Boyd, M.Ed.

Executive Director of Government and Labor Relations / Chief Negotiator

Past President, Florida Educational Negotiators

Department of Human Resources, Administrative Services

Phone: (407) 870-1450, ext. 65041 / Cell: (407) 818-9481 / Fax: (407) 870-4687

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District Mission Statement: *"Inspiring all learners to reach their highest potential as responsible, productive citizens"*

District Vision Statement: *"The School District of Osceola County will work in partnership with families and the community to ensure all learners develop the essential knowledge and skills to strengthen our thriving community."*

Table of Contents

Classroom Teacher and Other Instructional Personnel Salary Increase (CTOIPS) [formerly Teacher Salary Increase Allocation (TSIA)]	2
Performance and Grandfather Salary Schedules	3
Definition of Compensation Included within Florida Retirement System Benefits	6
Limitations on Subjects of Collective Bargaining	7
Definition of Financial Urgency and Related Changes to Impasse Process	8
Definition of Education Personnel	11

Note: State laws are quoted in part for convenience and clarity. The titles of the state laws link to the state laws in their entirety.

Classroom Teacher and Other Instructional Personnel Salary Increase (CTOIPS) [formerly Teacher Salary Increase Allocation (TSIA)]

[2026-2027 General Appropriations Act (GAA), House Bill 5001E (2026); 2026-27 Implementing General Appropriations Act, House Bill 5003E (2026); Conference Report for HB 5001E, Specific Appropriations 5 and 88, page 24; pending transmittal to the Governor and the Governor's signature]

“From the funds in Specific Appropriations 5 and 88, \$201,388,752 is provided for school districts and charter schools to provide salary increases to full-time classroom teachers and certified prekindergarten teachers funded in the Florida Education Finance Program with at least ten years of full-time teaching experience in a Florida public school. The amount of such an increase may not exceed \$3,000. If a school district has any funds remaining after providing the salary increases, the school district must use these funds to provide salary increases to instructional personnel or for increased costs related to personnel compensation and provide a report to the department by January 1, 2027, on the expenditure of such funds. Each school district and charter school shall use 1.06 percent of its base FEFP funding amount as provided in HB 5001E.

From the funds in Specific Appropriations 5 and 88, 7.14 percent, or \$1,356,524,235, of the base Florida Education Finance Program funding is provided to maintain prior year salary increases provided to classroom

teachers and other instructional personnel through the Classroom Teacher and Other Instructional Personnel Salary Increase pursuant to section 1011.62, Florida Statutes ...”

Performance and Grandfather Salary Schedules

Section 1012.22(1)(c) – Public school personnel; powers and duties of the district school board, Florida Statutes

“(1)(c) Compensation and salary schedules. –

1. Definitions. – As used in this paragraph:

a. “Adjustment” means an addition to the base salary schedule that is not a bonus and becomes part of the employee’s permanent base salary and shall be considered compensation under s. 121.021(22). ...

g. “Supplement” means an annual addition to the base salary for the term of the negotiated supplement as long as the employee continues his or her employment for the purpose of the supplement. A supplement does not become part of the employee’s continuing base salary but shall be considered compensation under s. 121.021(22). ...

2. Cost-of-living adjustment. – A district school board may provide a cost-of-living salary adjustment if the adjustment:

a. Does not discriminate among comparable classes of employees based upon the salary schedule under which they are compensated.

b. Does not exceed 50 percent of the annual adjustment provided to instructional personnel rated as effective. ...

5. Performance salary schedule. ...

a. Base salary. – The base salary shall be established as follows:

(II) Instructional personnel, or school administrators new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a position in the district in the capacity of instructional personnel or school administrator shall be placed on the performance salary schedule. Beginning July 1, 2021, and until such time as the minimum base salary as defined in s. 1011.62(14), equals or exceeds \$47,500, the annual increase to the minimum base salary shall not be less than 150 percent of the largest adjustment made to the salary of an employee on the grandfathered salary schedule. Thereafter, the annual increase to the minimum base salary shall not be less than 75 percent of the largest adjustment for an employee on the grandfathered salary schedule.

b. Salary adjustments. – Salary adjustments for highly effective or effective performance shall be established as follows:

(I) The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district.

(II) The annual salary adjustment under the performance salary schedule for an employee rated as effective must be equal to at least 50 percent and no more than 75 percent of the annual adjustment provided for a highly effective employee of the same classification.

(III) A salary schedule shall not provide an annual salary adjustment for an employee who receives a rating other than highly effective or effective for the year. ...

If budget constraints in any given year limit a district school board's ability to fully fund all adopted salary schedules, the performance salary schedule shall not be reduced on the basis of total cost or the value of individual awards in a manner that is proportionally greater than reductions to any other salary schedules adopted by the district. Any compensation for longevity of service awarded to instructional personnel who are on any other salary schedule must be included in calculating the salary adjustments required by sub-subparagraph b."

Section 1011.62(14) – Funds for the operation of schools

"(14) CLASSROOM TEACHER AND OTHER INSTRUCTIONAL PERSONNEL SALARY INCREASE.—The Legislature shall annually apportion an amount of funds provided in the Florida Education Finance Program to assist school districts and charter schools in their compliance with the requirement that the minimum base salary for full-time classroom teachers, as defined in s. [1012.01](#)(2)(a), and certified prekindergarten teachers funded in the Florida Education Finance Program is at least \$47,500 or to provide salary increases to instructional personnel, as defined in s. [1012.01](#)(2)(a)-(d), in a manner that best meets the needs of the school district or charter school. This subsection does not apply to substitute teachers. The amount and distribution methodology for the funding shall be specified in the General Appropriations Act.

(a) The term "minimum base salary" means the lowest annual base salary reported on the salary schedule for a full-time classroom teacher. A full-time classroom teacher may not receive a salary less than the minimum base salary as adjusted by this subsection.

(b) A school district or charter school shall maintain the minimum base salary achieved for classroom teachers provided in the prior fiscal year and may not reduce the salary increases in any subsequent fiscal year.

(c) Before distributing any additional funds received over the prior fiscal year, each school district and each charter school shall develop a salary distribution plan that clearly delineates the planned distribution of funds in accordance with modified salary schedules, as necessary, for the implementation of this subsection.

1. Each school district superintendent and each charter school administrator must submit its proposed salary distribution plan to the district school board or the charter school governing body, as appropriate, for approval.

2. Each school district shall submit the approved district salary distribution plan and the approved salary distribution plan for each charter school in the district to the department by October 1 of each fiscal year.

(d) Beginning August 1, 2024, and each year thereafter, in a format specified by the department, each school district shall provide a report to the department that includes a detailed summary explaining the school district's prior year's expenditures pursuant to this subsection. The report must include the amount of the increase to the minimum base salary for classroom teachers and the school district's salary schedule for the prior fiscal year and the fiscal year in which the base salary is increased. Each charter school governing board shall submit the information required under this subparagraph to the district school board for inclusion in the school district's report to the department.

(e) Although district school boards and charter school governing boards are not precluded from bargaining over wages, the classroom teacher and other instructional personnel salary increase must be used solely to comply with the requirements of this subsection. A district school board or charter school governing board that is unable to meet the reporting requirements in paragraph (d) due to a collective bargaining impasse must provide written notification to the department or the district school board, as applicable, detailing the reasons for the impasse with a proposed timeline and details for a resolution."

Definition of Compensation Included within Florida Retirement System Benefits

Section 121.021(22) – Definitions [Florida Retirement System], Florida Statutes

“(22) ‘Compensation’ means the monthly salary paid a member by his or her employer for work performed arising from that employment.

(a) Compensation shall include: ...

3. Payments in addition to the employee’s base rate of pay if all the following apply:

- a. The payments are paid according to a formal written policy that applies to all eligible employees equally;
- b. The policy provides that payments shall commence no later than the 11th year of employment;
- c. The payments are paid for as long as the employee continues his or her employment; and
- d. The payments are paid at least annually. ...

Limitations on Subjects of Collective Bargaining

Senate Bill 7002 – De-Regulation of Public Schools [e.g., pages 26-27, lines 744-770]

Section 1012.22 – Public school personnel; powers and duties of the district school board, Florida Statutes

“(3)(a) Collective bargaining. – Notwithstanding provisions of chapter 447 related to district school board collective bargaining, collective bargaining may not preclude a district school board from carrying out its constitutional and statutory duties related to the following:

1. Providing incentives to effective and highly effective teachers.
2. Implementing intervention and support strategies under s. 1008.33 to address the causes of low student performance and improve student academic performance and attendance.
3. Implementing student discipline provisions required by law, including a review of a student’s abilities, past performance, behavior, and needs.
4. Implementing school safety plans and requirements.
5. Implementing staff and student recognition programs.
6. Distributing correspondence to parents, teachers, and community members related to the daily operation of schools and the district.
7. Providing any required notice or copies of information related to the district school board or district operations which is readily available on the school district’s website.
8. The school district’s calendar.

(b) Appearances before the board.—If a district school superintendent appears before the state board to provide an update under s. 1011.62(14)(e), the state board must require that the president of the collective bargaining unit that represents the school district also must appear.”

Definition of Financial Urgency and Related Changes to Impasse Process

Senate Bill 1296 – Public Employees Relations Commission (2026) [e.g., pages 48-55] amends existing state law to establish a fast-track impasse process for resolving disputes related to legislatively appropriated teacher salary increases. These increases are classified as a “financial urgency,” triggering expedited statutory procedures.

- **Section 447.309, Florida Statutes**, governs collective bargaining agreements and requires ratification by both the public employer and employees.
- **Section 447.403 – Resolution of impasses, Florida Statutes**, establishes impasse resolution procedures, including mediation and special magistrate review.
- **Section 447.4095 – Financial urgency, Florida Statutes** defines “financial urgency” to include “the implementation of appropriations to local governments by the Legislature which are specifically directed in law to be disbursed as salaries to employees of local governments.”

Expedited Impasse Process:

1. Confirm legislative appropriation and “financial urgency” trigger (e.g., July 01, 2026) pursuant to **Section 447.4095 – Financial urgency, Florida Statutes**.
2. Initiate collective bargaining with union, and engage in good faith negotiations.
3. Attempt to reach tentative agreement.
4. If both parties reach tentative agreement, then proceed to *ratification* (no fixed statutory deadline).
5. If there is no tentative agreement, or ratification fails, then identify *dispute* exists.
6. Declare impasse within two (2) business days.
 - “(2) For the purposes of this section, the implementation of appropriations to local governments by the Legislature which are specifically directed in law to be disbursed as salaries to employees of local governments is considered a financial urgency. If the use of funding appropriated by the Legislature to local governments is restricted to salaries and associated costs of such salaries and the implementation of such appropriations will require modification of an agreement, the chief executive officer or his or her representative and the bargaining agent or its representative must meet within 15 calendar days after the effective date of the appropriation to negotiate the impact of the financial urgency. If, 30 calendar days after the effective date of the appropriation, a dispute exists between the public employer and the bargaining agent as to the impact of the financial urgency, one of the parties must, within 2 business days, declare an impasse in writing to the other party and to the commission. The parties must then proceed to follow the requirements under s. 447.403. An

unfair labor practice charge may not be filed during the 30-day period of negotiations or while the parties are proceeding through the resulting impasse process. This subsection does not apply to public employees in public safety units.”

7. Proceed with the impasse process within [Section 447.403 Florida Statutes](#):

- “[F]or an impasse declared pursuant to s. 447.4095, a mediator may not be appointed.”
- “If a mediator is not used under subsection (1), or upon the request of either party, the commission must appoint, and submit all unresolved issues to, a special magistrate acceptable to both parties.”
- “For an impasse declared pursuant to s. 447.4095(2), the parties must agree on a special magistrate and submit the agreed-upon name to the commission within 5 calendar days after the declaration of impasse.”
- “For an impasse declared pursuant to s. 447.4095(2), a hearing must be held within 20 calendar days after the parties submit the list of issues at impasse to the special magistrate.”
- “Within ... 7 calendar days after the close of the hearing for an impasse declared pursuant to s. 447.4095(2), the special magistrate shall submit his or her recommended decision to the commission and to the representatives of both parties by any method of service agreed to by the parties which establishes proof of delivery.”
- “Such recommended decision must be discussed by the parties, and each recommendation of the special magistrate is deemed approved by both parties unless specifically rejected by either party by written notice filed with the commission within ... 10 calendar days for an impasse declared pursuant to s. 447.4095(2), after the date the party received the special magistrate’s recommended decision. The written notice must include a statement of the cause for each rejection and shall be served upon the other party at the same time as it is filed with the commission.”
- “If either the public employer or the bargaining agent does not accept, in whole or in part, the recommended decision of the special magistrate, ... [both parties] must, within 10 calendar days after rejection of a recommendation of the special magistrate, submit to the legislative body of the governmental entity involved [and the other party] ... recommendations for settling the disputed impasse issues.”

8. School Board holds public hearing and makes final decision.

- “For an impasse declared pursuant to s. 447.4095(2), the legislative body must conduct the public hearing within 20 calendar days after the parties submit their recommendations to the legislative body.”
- “For an impasse declared pursuant to s. 447.4095(2), the legislative body must take action within 10 calendar days after the close of the public hearing.”

9. Both parties submit the signed written agreement for ratification.

- “For an impasse declared pursuant to s. 447.4095(2), the parties must reduce the agreement to writing within 10 calendar days after the resolution of the disputed impasse issues by the legislative body.”
- “For an impasse declared pursuant to s. 447.4095(2), the chief executive officer and the bargaining agent must sign the agreement within 7 calendar days after the agreement is reduced to writing and must submit the agreement to the public employer and the bargaining unit for ratification within 10 calendar days after the agreement is signed.”
- “For an impasse declared pursuant to s. 447.4095(2), the agreement must be signed, submitted, and ratified separately from other bargainable issues.”

10. Failure to ratify the signed written agreement results in the items at impasse being imposed.

- “If the agreement is not ratified by all parties, pursuant to s. 447.309, the legislative body’s action taken pursuant to paragraph (d) shall take effect as of the date of such legislative body’s action for the remainder of the first fiscal year which was the subject of negotiations; however, the legislative body’s action may not take effect with respect to those disputed impasse issues that establish the language of contractual provisions that could have no effect in the absence of a ratified agreement, including, but not limited to, preambles, recognition clauses, and duration clauses.”

Definition of Education Personnel

Section 1012.01 – Definitions [Education Personnel], Florida Statutes

1012.01 Definitions. – As used in this chapter, the following terms have the following meanings:

“(1) **SCHOOL OFFICERS.** – The officers of the state system of public K-12 and Florida College System institution education shall be the Commissioner of Education and the members of the State Board of Education; for each district school system, the officers shall be the district school superintendent and members of the district school board; and for each Florida College System institution, the officers shall be the Florida College System institution president and members of the Florida College System institution board of trustees.

(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, and adult education, including substitute teachers.

(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.

(3) **ADMINISTRATIVE PERSONNEL.** – “Administrative personnel” includes K-12 personnel who perform management activities such as developing broad policies for the school district and executing those policies through the direction of personnel at all levels within the district. Administrative personnel are generally high-level, responsible personnel who have been assigned the responsibilities of systemwide or schoolwide functions, such as district school superintendents, assistant superintendents, deputy superintendents, school principals, assistant principals, career center directors, and others who perform management activities. Broad classifications of K-12 administrative personnel are as follows:

(a) *District-based instructional administrators.* – Included in this classification are persons with district-level administrative or policymaking duties who have broad authority for management policies and general school district operations related to the instructional program. Such personnel often report directly to the district school superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major instructional areas, such as curriculum, federal programs such as Title I, specialized instructional program areas such as exceptional student education, career education, and similar areas.

(b) *District-based noninstructional administrators.* – Included in this classification are persons with district-level administrative or policymaking duties who have broad authority for management policies and general school district operations related to the noninstructional program. Such personnel often report directly to the district school superintendent and supervise other administrative employees. This classification includes assistant, associate, or deputy superintendents and directors of major noninstructional areas, such as personnel, construction, facilities, transportation, data processing, and finance.

(c) *School administrators.* – Included in this classification are:

1. School principals or school directors who are staff members performing the assigned activities as the administrative head of a school and to whom have been delegated responsibility for the coordination and administrative direction of the instructional and non-instructional activities of the school. This classification also includes career center directors.

2. Assistant principals who are staff members assisting the administrative head of the school. This classification also includes assistant principals for curriculum and administration.

(4) **YEAR OF SERVICE.** – The minimum time which may be recognized in administering K-12 education, not including retirement, as a year of service by a school employee shall be full-time actual service; and, beginning July 1963, such service shall also include sick leave and holidays for which compensation was received but shall exclude all other types of leave and holidays for a total of more than one-half of the number of days required for the normal contractual period of service for the position held, which shall be 196 days or longer, or the minimum required for the district to

participate in the Florida Education Finance Program in the year service was rendered, or the equivalent for service performed on a daily or hourly basis; provided, further, that absence from duty after the date of beginning service shall be covered by leave duly authorized and granted; further, the school board shall have authority to establish a different minimum for local district school purposes.

(5) **SCHOOL VOLUNTEER.** – A K-12 school volunteer is any nonpaid person who may be appointed by a district school board or its designee. School volunteers may include, but may not be limited to, parents, senior citizens, students, and others who assist the teacher or other members of the school staff.

(6) **EDUCATIONAL SUPPORT EMPLOYEES.** – “Educational support employees” means K-12 employees whose job functions are neither administrative nor instructional, yet whose work supports the educational process.

(a) Other professional staff or nonadministrative/noninstructional employees are staff members who perform professional job functions which are nonadministrative/noninstructional in nature and who are not otherwise classified in this section. Included in this classification are employees such as doctors, nurses, attorneys, certified public accountants, and others appropriate to the classification.

(b) Technicians are individuals whose occupations require a combination of knowledge and manual skill which can be obtained through about 2 years of post-high school education, such as is offered in many career centers and Florida College System institutions, or through equivalent on-the-job training.

(c) Clerical/secretarial workers are individuals whose job requires skills and training in clerical-type work, including activities such as preparing, transcribing, systematizing, or preserving written communications and reports or operating equipment performing those functions. Included in this classification are secretaries, bookkeepers, messengers, and office machine operators.

(d) Skilled crafts workers are individuals who perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Lead workers for the various skilled crafts areas shall be included in this classification.

(e) Service workers are staff members performing a service for which there are no formal qualifications, including those responsible for: cleaning the buildings, school plants, or supporting facilities; maintenance and operation of such equipment as heating and ventilation systems; preserving the security of school property; and keeping the school plant safe for occupancy and use. Lead workers in the various service areas shall be included in this broad classification.

(7) **MANAGERS.** – “Managers” includes those K-12 staff members who perform managerial and supervisory functions while usually also performing general operations functions. Managers may be either instructional or non-instructional in their responsibility. They may direct employees’ work,

plan the work schedule, control the flow and distribution of work or materials, train employees, handle complaints, authorize payments, and appraise productivity and efficiency of employees. This classification includes coordinators and supervisors working under the general direction of those staff identified as district-based instructional or noninstructional administrators.”