

Ratification Information for 2013-2014 Salary Schedule and 2014-2015 Insurance

The Instruction Bargaining Leadership Team of OCEA has reached a tentative agreement with the School District of Osceola County on the following two items.

Fractionalized Salary Schedule

Our new salary schedule will have \$50 increments for determining the amount of raises for employees. We will bargain each year how many \$50 increments we will move for a salary increase. This was done so that we meet the requirements of the statute listed below. According to the statute, there will now be two different salary types. Those who have a professional service contract will be paid on the *“Grandfathered Salary Schedule.”* All annual contract teachers will receive performance pay based on the statute. The performance pay will be based on the *“Grandfathered Salary Schedule.”* Highly effective annual contract teachers must make more than the largest step on the *“Grandfathered Salary Schedule.”* Effective annual contract teachers must make an amount 50 – 75% of the largest step on the *“Grandfathered Salary Schedule.”*

Those who are rated as needs improvement or unsatisfactory will not be eligible for any raise on either schedule.

Below is the statute which requires we make changes to our current Salary Schedule.

The 2013 Florida Statutes

Title XLVIII
K-20 EDUCATION CODE
Chapter 1012
PERSONNEL
[View Entire Chapter](#)

1012.22 Public school personnel; powers and duties of the district school board.— The district school board shall:

(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).
- b. *“Grandfathered salary schedule”* means the salary schedule or schedules adopted by a district school board before July 1, 2014, pursuant to subparagraph 4.
- c. *“Instructional personnel”* means instructional personnel as defined in s. 1012.01(2)(a)-(d), excluding substitute teachers.
- d. *“Performance salary schedule”* means the salary schedule or schedules adopted by a district school board pursuant to subparagraph 5.

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- e. "Salary schedule" means the schedule or schedules used to provide the base salary for district school board personnel.
 - f. "School administrator" means a school administrator as defined in s. 1012.01(3)(c).
 - 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
3. Advanced degrees.—A district school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is only a salary supplement.
4. Grandfathered salary schedule.—
- a. The district school board shall adopt a salary schedule or salary schedules to be used as the basis for paying all school employees hired before July 1, 2014. Instructional personnel on annual contract as of July 1, 2014, shall be placed on the performance salary schedule adopted under subparagraph 5. Instructional personnel on continuing contract or professional service contract may opt into the performance salary schedule if the employee relinquishes such contract and agrees to be employed on an annual contract under s. 1012.335. Such an employee shall be placed on the performance salary schedule and may not return to continuing contract or professional service contract status. Any employee who opts into the performance salary schedule may not return to the grandfathered salary schedule.**
 - b. In determining the grandfathered salary schedule for instructional personnel, a district school board must base a portion of each employee's compensation upon performance demonstrated under s. 1012.34 and shall provide differentiated pay for both instructional personnel and school administrators based upon district-determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.
5. Performance salary schedule.—By July 1, 2014, the district school board shall adopt a performance salary schedule that provides annual salary adjustments for instructional personnel and school administrators based upon performance determined under s. 1012.34. Employees hired on or after July

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1, 2014, or employees who choose to move from the grandfathered salary schedule to the performance salary schedule shall be compensated pursuant to the performance salary schedule once they have received the appropriate performance evaluation for this purpose. However, a classroom teacher whose performance evaluation utilizes student learning growth measures established under s.1012.34(7)(e) shall remain under the grandfathered salary schedule until his or her teaching assignment changes to a subject for which there is an assessment or the school district establishes equally appropriate measures of student learning growth as defined under s. 1012.34 and rules of the State Board of Education.

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

(I) The base salary for instructional personnel or school administrators who opt into the performance salary schedule shall be the salary paid in the prior year, including adjustments only.

(II) Beginning July 1, 2014, 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.

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 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. **The performance 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.**

Insurance Changes –

At the beginning of this school year, the insurance trust fund had a balance of \$16,000,000. It was in pretty good shape, but unfortunately, we have already reduced that balance by 6 million, and we still have four more months. By law, we must maintain a certain balance in this fund and we are getting close to that amount. The major expenditures have been for catastrophic illnesses. Many of these illnesses could have been diagnosed earlier and treated. One of the proposed plans will require biometric testing. OCEA has investigated testing with other locals in the state. Those who have implemented testing have reduced insurance costs substantially. The proposal is to

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have an outside vendor complete the testing which is simply a finger stick and blood pressure check. The vendor will come to your school site to conduct the tests. They will then return to have a consultation with each participating employee. This is a voluntary and not required. The District will NOT have access to your test results and health information. They will only have generic information of how many employees were tested. Only the employee and his/her spouse will be tested. NO children will have any type of testing. The Affordable Health Care Act will be in full swing at the beginning of our next school year. With that in mind, a few changes in our current plan are required to meet the new guidelines.

Below are the major changes in our plan:

- Local Plus option has a list of approved physicians. *(The list of physicians is attached)*
- Increase in the maximum out of pocket. *(All prescription costs are now a part of this amount)*
- There are two plans which have no premium for employees. *(Local Plus and Wellness Local Plus)*
- Local Plus is still a 70 – 30% plan. Your deductible is increased to \$500.
- Wellness Local Plus (Requires biometric testing) has a \$350 deductible. Your deductible does not need to be met for doctor's visits, convenient care, or specialist's visits.
- Premiums for spouses will increase for all plans. The District will continue to pay a percentage of the actual cost for a spouse. *(According to the Data, spouses have more catastrophic illnesses and higher expenditures.)*
- Premiums for children in the Local Plus will not change.
- Premiums for children in the Wellness Local Plus are higher than Local Plus, but the out-of-pocket costs are significantly less.