



**Hardee County Public Schools
School Board Agenda Analysis**

Author(s): George Kelly

Date: May 22, 2020


12.01

Subject:
Collective Bargaining - Contract Ratification

Background Information: On May 8, 2020 HEA/United and the Hardee County School Board concluded negotiations for the ESP and Teacher bargaining units for the contract period FY 2019-2022. On May 21, 2019 the units ratified the attached proposed language changes and proposed Salary Schedule changes to both of the Collective Bargaining Agreements (CBAs).

Administrative Consideration: (include F.S., Rule, Authority, etc.):
Florida Administrative Code 60CC-4.003 - The chief executive officer of the public employer shall promptly present the proposed agreement to the public employer for consideration and ratification. The chief executive officer shall, within five (5) days after the final count of votes, notify the certified bargaining agent of the results of the ratification vote. The public employer shall maintain a written record of the results of the vote.

Fiscal Impact:
Cost of \$800 bonuses and benefits-
To General Fund 900 \$435,200
To all other funding sources \$114,200

Director of Finance signature: 

Proposed Recommendation to School Board:
Recommend ratification by the Board of the Tentatively Agreed Upon changes to the ESP Master Contract and Master Teacher Contract and the 2019-2020 salary schedule

Action Agenda Consent Agenda



BOARD ACTION
5/28/2020
Approved

Ballot Count
ESP Contract Ratification 2019-2021
May 21, 2020

# of ballots to start <u>170</u>	# of ballots to start <u>170</u>
# of YES votes <u>63</u>	# of YES votes <u>63</u>
# of NO votes <u>22</u>	# of NO votes <u>22</u>
# of invalid ballots <u>0</u>	# of invalid ballots <u>0</u>
# of ballots not used <u>35</u>	# of ballots not used <u>35</u>
# of ballots at end (must equal same # started with)	# of ballots at end (must equal same # started with)
Name of 1 st person counting ballots <i>Chad Douglas</i>	Name of 2nd person counting ballots <i>Stephanie Douglas</i>
Name of witness <i>Stephanie Douglas</i>	Name of witness <i>[Signature]</i>

1st Count

2nd Count

[Signature]

Count
Teacher Contract Ratification 2019-2022
May 21, 2020

# of ballots to start <u>120</u>	# of ballots to start <u>120</u>
# of YES votes <u>49</u>	# of YES votes <u>49</u>
# of NO votes <u>21</u>	# of NO votes <u>21</u>
# of invalid ballots <u>0</u>	# of invalid ballots <u>0</u>
# of ballots not used <u>50</u>	# of ballots not used <u>50</u>
# of ballots at end (must equal same # started with) <u>120</u>	# of ballots at end (must equal same # started with) <u>120</u>
Name of 1 st person counting ballots	Name of 2 nd person counting ballots <i>[Signature]</i>
Name of witness	Name of witness <i>[Signature]</i>

1st Count

2nd Count

[Signature]



Admin Offer #4
5/6/2020

Offer # 4 - \$800 Bonus

	FTE	Bonus	Bonus Cost	Bonus Cost with Benefits
Instructional	336.56	\$800	\$269,248	\$289,845
Educational Support Professionals	186.57	\$800	\$149,256	\$160,674
	523.13		\$418,504	\$450,520
Note 1- benefits include 7.65% for Board match FICA/ Medicare				
Note 2- 93% of ESP steps are less than \$600; 97% of ESP steps are less than \$700.				
Note 3- FTE and cost is for General Fund 900 employees				
Note 4- eligible for bonus= employee paid on a salary schedule rank, employed as of 5/1 who has worked or used leave time for more than 50% of contracted work days as of 5/1.				
Cost of prior District offers:				
		recurring	non-recurring	total
#1 1/27/2020		\$156,977	\$78,988	\$235,965
#2 2/18/2020		\$311,705	\$0	\$311,705
#3 3/2/2020		\$311,705	\$33,544	\$345,249

C:\Users\gharrelson\Google Drive\Greg documents\Negotiations 19-20\District offer 4 options 19-20

TA

Heather Lane 5/8/2020
 [Signature] 5/8/2020

Union Proposal ESP Master contract effective dates

**EDUCATIONAL SUPPORT PROFESSIONALS (ESP)
MASTER CONTRACT**

between the

HARDEE EDUCATION ASSOCIATION/UNITED

and the

HARDEE COUNTY SCHOOL BOARD

~~July 1, 2018 — June 30, 2021~~

July 1, 2019 — June 30, 2022

Change all dates in contract for a 3-year contract

TA *Heather Lane 5/8/2020*
Geoff 5/11/2020

ARTICLE 26 SALARIES

Section 1 SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in Appendix C which is attached hereto and made a part hereof. Grandfathered Salary Schedule posted on the District Website and made a part of the Collective Bargaining Agreement.

Heather Lane 5/8/2020
TA [Signature] 5/8/2020

ARTICLE 23 - INSURANCE

Section 1 HEALTH INSURANCE

- A. The Board agrees to provide employees with hospitalization, health insurance, and life insurance programs. Any change in benefits or premium shall be negotiated prior to implementation.
- B. Health insurance will be effective for eligible new employees on the first of the month following thirty (30) calendar days after the first duty day date.

Heather Lane 5/8/2020
TA [Signature] 5/8/2020

ARTICLE 20 - PAID/UNPAID LEAVES

Section 8 TEMPORARY DUTY DAYS

D. After obtaining written permission from their principal and/or supervisor at least two days in advance of the event, Employees may attend awards ceremonies, classroom visitations, parent-teacher conferences, or school performances for minors with whom they stand *in loco parentis* and who attend school in the Hardee County School District, provided the Employee secures appropriate coverage for the duration of the event.

Heather Lane 5/8/2020

TA Greg 5/8/2020

ARTICLE 3 - DEFINITIONS

TRANSFER

Any change in teaching work assignment from one worksite to another worksite.

WORKSITE

~~Work location at which employee was hired or assigned according to the most recent Personnel Action Form on file in the employee's personnel file~~

Heather Lamm 5/8/2020
TA Glegg 5/8/2020

TEACHER MASTER CONTRACT

between the

HARDEE EDUCATION ASSOCIATION/UNITED

and the

HARDEE COUNTY SCHOOL BOARD

~~July 1, 2018 — June 30, 2020~~

July 1, 2019 — June 30, 2022

Change all dates to reflect a 3-year contract

↑

Heather Lane 5/8/2020

5/8/2020

ARTICLE 24 - INSURANCE

Section 1 INSURANCE

- A. The Board agrees to provide employees with hospitalization, health insurance, and life insurance programs. Any change in benefits or premium shall be negotiated prior to implementation.
- B. Health insurance will be effective for eligible new employees on the first of the month following thirty (30) calendar days after the hire first duty day date.

TA Health care 5/8/2020
benef 5/8/2020

ARTICLE 26 - SALARIES

Section 1 SALARY SCHEDULE

The salary of each employee covered by this Agreement is set forth in ~~Appendix C which is attached hereto and made a part hereof~~ The Performance Pay Salary Schedule and the Grandfathered Salary Schedule posted on the District Website and made part of the Collective Bargaining Agreement.

Heather Law 5/8/2020
VA Giff 5/8/2020

ARTICLE 21 - PAID/UNPAID LEAVES

Section 8 TEMPORARY DUTY DAYS

D. After obtaining written permission from their principal and/or supervisor at least two days in advance of the event, Employees may attend awards ceremonies, classroom visitations, parent-teacher conferences, or school performances for minors with whom they stand *in loco parentis* and who attend school in the Hardee County School District, provided the Employee secures appropriate coverage for the duration of the event.

TA
Heath Lane ^{Haw} 5/8/2020
Self 5/8/2020

Section 11 EXPERIENCE CREDIT

- A. Upon written verification, an employee shall be granted credit for up to ~~twenty~~ fifteen (20 15) years public school (K-12) teaching experience at \$400 300 per year for initial placement on the performance pay schedule, for pay purposes.
- B. Upon written verification consistent with "A" above, an employee with successful Private School experience may be awarded up to fifteen (15) years (K-12) teaching experience at \$300 per year for initial placement on the performance pay schedule, for pay purposes to ~~seven years of teaching experience on the teacher's salary schedule.~~ Such teaching experience is subject to approval by the Superintendent and School Board and must meet the following two criteria:
 - 1. The employee must have been a fully certified teacher by the state of Florida in which they taught at the time the experience was accrued and
 - 2. The teaching experience must have been gained at a school fully accredited by the AdvancEd / Southern Association of Colleges and Schools (SACS) or its regional equivalent.

TA
Heather Lane 5/8/2020
[Signature] 5/8/2020

Section 26

(add new sup paragraphs a and b as follows)

- a. Any supplies or equipment donated to a teacher belong to that teacher for use in any classroom as long as they are employed in Hardee County Public Schools
- b. Any supplies or equipment donated or purchased from grants requested by and for any teacher belong to that teacher for use in any classroom as long as they are employed in Hardee County Public Schools.

Heather Lane 5/8/2020

TA Giff 5/8/2020