

**STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION**

CLAY COUNTY EDUCATION
ASSOCIATION,

Labor Organization,

v.

Case No. SM-2015-043

SCHOOL DISTRICT OF CLAY
COUNTY, FLORIDA,

Public Employer

_____ /

**EMPLOYER SCHOOL DISTRICT OF CLAY COUNTY
CHIEF EXECUTIVE OFFICER'S RECOMMENDATION
TO THE SCHOOL BOARD**

Pursuant to § 447.403(4)(a), Fla. Stat., the Superintendent and Chief Executive Officer of the Employer in the above proceeding, the School District of Clay County, Florida (“the School District”), submits his recommendations on resolving the impasse in collective bargaining on a reopener for the final year (fiscal year 2015-16) of a three year agreement as follows:

1. The Superintendent recommends maintaining the status quo for Annual Contracts and rejecting the Special Magistrate’s recommendation for automatic renewal of Annual Contracts.

Reasons: The Special Magistrate recommended adoption of the union’s proposal to include in the collective bargaining agreement language providing that each annual contract would automatically renew if the teacher receives an effective or highly effective rating for three years. Such automatic renewals clearly go against the intent of Florida Statutes § 1012.33, which pertains to the automatic renewal of Professional Service Contracts (“PSC”). In 2011, the Florida Legislature expressly and deliberately removed PSC language with the intent to limit teachers’ entitlement to

continuous automatic employment. To include in the collective bargaining agreement automatic renewal in a “PSC-like” fashion as the union has proposed would effectively negate what the Florida Legislature intended in 2011.

The union’s position (which the special magistrate referenced) is that its proposed language does not constitute an automatic renewal because a teacher must receive a rating of an effective or highly effective evaluation for three years. The threshold to receive an effective rating is a 60% on the evaluation system which is an artificially low standard established by the Clay Assessment Committee of which union representatives constitute the majority. In fact, of approximately 2600 instructional employees, none received an evaluation score of less than effective on the 2014-2015 appraisal instrument. Evaluation from the employer’s perspective is to help teachers develop into the best teacher they can be for the students they serve.

The Special Magistrate’s characterization that the district can or should “override the legislature’s non-binding action” implies that the district should not follow the intent of state statute was based on political beliefs, not a ruling of law. Indeed, he takes the position that the Florida Legislature’s action was contrary to the public interest and welfare, rather than give appropriate deference to those the public elected to protect their interest.

The current language, ratified less than a year ago, provides for annual contract teachers to be returned to a pool of available teachers who are given priority consideration over outside hires. Specifically, current language provides,

An annual contract teacher with an evaluation of effective or highly effective who is returned to the pool will be a Phase III candidate for consideration for open and available positions prior to Phase IV.

The anecdotal evidence the special magistrate referenced in support of his recommendation on this issue related to the Teacher of the Year that moved to Alachua county is arbitrary, at best. While no one except that teacher can cite the rationale for his leaving, the School District notes that

the teacher's wife was employed by the Alachua County School District since 2007, and the distance to Alachua county was closer than the employee's current school from their family home.

2. The Superintendent recommends adopting the School District's proposal related to the awarding of in-service points.

Reason: The Special Magistrate recommended the union's proposal to award in-service points for partial completion of in-service training, but expressly conditioned adoption of that recommendation on the Florida Department of Education ("DOE") approving that practice. In this regard, the School District believes that the Florida Department of Education ("DOE") protocols require that follow-up documentation should occur after implementation in cases in which the teacher is to use a new skill or strategy as part of the in-service training. It only make sense that the effectiveness of the strategy can only be measured after it is implemented. The School District is not opposed to the awarding of in-service points for the time that teachers attend the in-service when DOE protocols do not require such documentation. The School District is currently in arbitration on the issue, but looks forward to negotiating the common ground of the issue. In the meantime, the School District maintains that its current practice should be maintained.

3. The Superintendent recommends maintaining the status quo on employer contribution to health insurance, rejecting the Special Magistrate's recommendation to increase the School District's contribution to \$300 per pay period from its current rate of \$258.49.

Reasons: The cost of the union's insurance proposal would be \$2.58 million for all employees. The cost of this proposal for only the instructional personnel is \$1.56 million. The School District traditionally contributes at the same rate for all employees to remain fair and equitable for all employees thus making the \$1.56 million figure moot in favor of the \$2.58 million actual cost (although the same union representatives tentatively agreed to no increase for the non-

instructional personnel). Also, the School District's lowest cost plan is the Blue Care HSA, which costs \$288.07 per pay period such that at the proposed contribution rate of \$300, the School District would have to credit back to each employee on this plan \$11.93 per pay period. Given the financial status of the School District and its availability of funds, the proposal is not feasible or prudent. In addition, it should be noted that a union representative currently chairs the insurance committee, and insurance is out in the bid process to research the possibility of better options for employees.

4. The Superintendent recommends maintaining the status quo regarding consideration of experience of new hires and rejecting the Special Magistrate's recommendation on this issue.

Reason: While the School District objects to the idea of permanently reducing the years of experience awarded by three years for new employees through contract language, the School District has entered into a Memorandum of Understanding with the union and is currently implementing this language to determine for the time being how it might impact recruitment. The School District opposes embedding this language in the collective bargaining given that in the past, the School District has had difficulties in recruiting individuals in hard to fill positions, such as speech. The School District is not opposed to negotiating the continuation of the Memorandum of Understanding once the full impact of the policy is ascertained.

5. The Superintendent recommends adopting the Special Magistrate's recommendations to adopt the School District's proposals on wages and supplements.

Reasons: As the Special Magistrate recognized, the current financial situation in the School District does not warrant adopting the union's proposal for increases in wages and supplements. Moreover, comparator evidence shows that teachers' salaries in Clay County are within the market, and the average teacher salary in Clay County is higher than that in the largest competing district, the Duval County School District. Supplements are at the top end of the scale compared to comparator

school districts and in several categories are the highest. Finally, the School District's proposal calls for reopener of negotiations on wages if, based on the fourth calculation this spring, the School District's reserves appear to be at or above the 3% of revenue the State of Florida recommends as a minimum reserve level.

Dated this 26th day of February 2016.

Superintendent
School District of Clay County, Florida
Charlie Van Zant, Jr.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Employer Jacksonville Port Authority's
Objections to Special Magistrate's Recommendations has been furnished by electronic mail and U.S.

First Class Mail this 26th day of February, 2016, upon the following:

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