

BOARD MEMBERS

Tina Certain
Robert P. Hyatt
Leannetta McNealy, Ph.D.
Gunnar F. Paulson, Ed.D.
Eileen F. Roy



District Office
620 East University Avenue
Gainesville, Florida
32601-5498

SUPERINTENDENT OF SCHOOLS

Karen D. Clarke

www.sbac.edu
(352) 955-7727
Fax (352) 955-7349

We are committed to the success of every student!

MEMORANDUM

TO: Karen D. Clarke, Superintendent

FROM: Jennifer Wise, Chief Negotiator, Instructional *Jennifer Wise*

SUBJECT: 2019 Amendments to the 2018-2021 Collective Bargaining Agreement for Instructional Personnel

DATE: November 19, 2019

Negotiations with Instructional Personnel for the 2019-2020 school year have concluded with tentative agreement reached on all items. Negotiations were limited to reopeners on contractual items, salary and benefits. Modifications to the contract are shown in the attached document with deleted language struck through and new language underlined.

As is applicable to negotiated contracts, the ratification process requires acceptance or rejection of all amendments. Specific sections or portions may not be accepted, rejected, or amended. In essence, any Board vote or employee vote for ratification must be to accept or to reject all tentatively agreed upon items.

RECOMMENDED ACTION: The Superintendent recommends that the Board ratify the 2019 amendments to the 2018-2021 Collective Bargaining Agreement for Instructional Personnel, as presented.

TA
10-7-19
Jennifer A. Wick

ARTICLE VI. TEACHER RIGHTS

TA 10/17/19
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Section 7. Association Representation, Disciplinary Conference

When called to any disciplinary meeting with an administrator, a teacher will be informed when they ask what the meeting is regarding.

When a teacher, who is a member of the Association, is involved in circumstances which he believes could lead to a written warning, written reprimand, suspension, nonrenewal, dismissal, or return to probationary status contract, the that teacher may have Association representation at any conference between an administrator and the teacher which relates to the matter. An administrator who is considering such disciplinary action against a member of the bargaining unit will give the employee written notice, including the reasons for concern, no less than 24 hours prior to the conference. Such notice will be hand delivered or sent by certified mail.

Nothing in the above will be considered as preventing the administrator from conducting an initial fact-finding conference or investigation to determine the facts in the case. Should the initial complaint or fact-finding conference warrant further action, the principal will notify the involved teacher within 24 hours to discuss the complaint with the teacher. A teacher may refuse to provide or sign written statements without representation present.

ARTICLE IX. TEACHING CONDITIONS

TA 11-4-19
Jennifer H. White
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Section 8. Substitute Teachers

The administrative staff will provide a certified substitute from outside the instructional staff of the school when a classroom teacher or media specialist is absent unless the teacher agrees to other arrangements prior to the absence. Appropriately certified and qualified substitutes will be given first consideration. If appropriately certified and qualified substitutes are not immediately available, qualified substitute teachers who are familiar with the school and the students' needs will be considered next. A teacher will report an anticipated absence as soon as he knows it will occur. Teachers will provide preparations/plans for use by the substitute teachers. Allowance will be made for instances of teacher illness or emergency which preclude availability of regular preparations/plans for use by a substitute. Recognizing that unforeseen situations may arise, teachers will maintain, in a designated area, emergency preparations/plans for at least one day for use by the substitute teachers. For a period not to exceed three (3) days, resource teachers not in self-contained classrooms are excluded from this section. Only in emergency situations where students are unsupervised may a classroom teacher be asked to cover another teacher's class until a substitute can be located. This duty should be rotated equitably. A teacher has the right to refuse to substitute; such refusal will not reflect negatively on the teacher's appraisal or result in any form of retaliation.

It is the responsibility of the administrative staff to secure coverage when a teacher is required to attend staffing, EP, or IEP meetings scheduled during times that the teacher is normally supervising students or teaching.

No teacher will be denied sick leave based on the availability of substitutes.

When it is known that a guidance counselor or school psychologist is to be absent for more than five (5) student days, arrangements will be made for a continuation of services if feasible.

Substitute teachers are expected to assume the normal duties and responsibilities of the teacher for whom they are substituting, when such information has been provided. Teachers are normally expected to make such information available.

ARTICLE IX. TEACHING CONDITIONS

Section 17. Grading Periods/Grades

TA 10-7-19
Jennifer Wise
TA
10/17/19

(a) The length of the grading period will be set by the Board for each level (elementary, middle, high) countywide. Teachers will be notified of the grading period interval during preschool planning and, except for emergency conditions, shall submit grade reports on the dates specified.

(b) The Board agrees to utilize district computer facilities to the greatest extent practical in the preparation of grades. Such utilization shall be educationally and professionally sound. It is the expectation that teachers will post assignment grades to the parent portal of the Student Information System to demonstrate their commitment to positive and continuous communication with students' families regarding individual student progress. Except for the final grading period, provided appropriate materials are made available, teachers' grades shall be entered into the computer for processing no later than 11:59 p.m. on the fourth (4th) working day after the end of the grading period. For the final grading period, teachers' grades shall be entered by the last day of post planning. In senior high schools the final grades of seniors will be submitted for processing one day after the senior examinations so as to afford adequate time to monitor graduation requirements.

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(c) If a principal determines that a student's course grade should be changed, the principal will inform the teacher of the change and reasons for the change. An administrative change in a grade will not be made without prior consultation with the teacher. If the grade change occurs during the summer months when teachers are not at school, a sincere attempt will be made to contact the teacher prior to the grade change. Grade changes will indicate, on the student's permanent records, the name of the person making the change and date the change was made.

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Jennifer Hill
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ARTICLE XI. TRANSFERS/VACANCIES

Section 1. Transfers

(a) All requests for transfers will be initiated through the Human Resources Division. Appropriate certification, appraisal requirements, seniority and program needs at both schools will be considered in transfer requests. Staff racial composition at both schools may be considered, but no decision will be based on an individual's sex, race, religious faith, or sexual orientation.

(b) Currently employed teachers who have been at their current school for at least four (4) years and have scored Highly Effective or Effective on the three (3) previous years' final evaluations will be given a restricted transfer window each year to apply for positions in the coming school year.

These teachers who have been at their current school for at least four (4) consecutive years and have scored Highly Effective or Effective on the three (3) previous years' final evaluations must fill out a Transfer Request Form by the Transfer Request Form deadline. The Human Resources Division will send out the form and deadline to teachers via email. Once vacancies are posted, the 4+ teacher must apply for the position(s) using the online application system in order to be considered for a transfer within the restricted transfer window. The restricted transfer window will be open the workday following the distribution of non-renewal letters. All known vacancies shall be posted during the priority transfer window. The restricted transfer window will remain open for 20 15 days. If after ten (10) days no priority transfer applicants have applied for an advertised classroom teaching vacancy at a specific school site, that school site may begin filling for that classroom teaching position with other applicants.

A list of these priority transfer applicants will be available to the Association. During this restricted transfer window, at least 33% of the classroom teaching vacancies at each worksite must be filled with the priority transfer applicants prior to hiring anyone else.

The following formula will apply for the hiring of transfer applicants at each worksite: 1-3 vacancies will hire a minimum of one (1) applicant from the priority transfer applicant list; 4-6 vacancies will hire a minimum of two (2) applicants from the priority transfer applicant list. Job offers that are refused do not constitute a vacancy filled.

This does not apply if there are no currently employed teachers who are appropriately certified requesting a transfer.

52 At the conclusion of the restricted transfer window, all transfer
53 applicants will continue to be given priority consideration in
54 the filling of remaining positions or vacancies.

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56 (c) Teachers may apply for transfer to a newly created
57 position or a vacancy as soon as posting occurs.

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59 (d) Rejection of transfer applications will not be made for
60 punitive reasons.

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62 (e) Teachers requesting a transfer will not be discriminated
63 against in regard to extended school year employment.

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Carmen [Signature]
Jennifer [Signature]
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ARTICLE XVI. TEACHER AUTHORITY AND STUDENT DISCIPLINE

Section 3. Recommendation for Discipline

The principal or his designee shall consider the recommendation for discipline made by a teacher, when the recommended consequence is consistent with the Code of Student Conduct. The principal or his designee shall respond by employing the teacher's recommended consequence or a more serious disciplinary action if the student's history of disruptive behavior warrants it. If the principal or his designee determines that a lesser disciplinary action is appropriate, the principal or his designee should consult with the teacher prior to taking disciplinary action.

TA
Leland
7/24/19
Jennifer Wise

ARTICLE XVIII. COMPENSATION

Section 9. Normal Contract Year

The normal teacher contract year will be for 196 days which will include 180 student contact days. Six of the 196 days will be paid holidays. The paid holidays will be Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King's Birthday, ~~President's Day~~ Veterans' Day, and Memorial Day. Should a paid holiday fall on a weekend, those that fall on Saturday will be celebrated on the preceding Friday, those that fall on Sunday will be celebrated on the following Monday.

A teacher must be regularly employed at the close of the payroll period during which these holidays would fall to be eligible to receive these paid holidays.

This section will not be interpreted as foreclosing stipends for participation in workshops which fall on days designated as holidays.

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Jennifer Huse

ARTICLE XIX. SCHOOL IMPROVEMENT

Section 4. Waivers

Any request for a waiver of provisions of the Collective Bargaining Agreement between the Association and the Board shall be submitted in writing to the Superintendent or his designee and the President of the Association for disposition on or before April 15. Such a request must be part of a School Improvement Plan. The actual request must be presented ^{in writing} and also be approved by the faculty and the SAC prior to March 15 and must be mutually agreed upon by the Association's Executive Board and the School Board on or before May 1 for the waiver to be granted. Failure to act by either party shall be considered an approval. Approved waivers may be effective for one (1) year or ~~for more than one year or for less than one year.~~ If ~~circumstances occur which would cause a need to change multi-year waivers, times may be shortened if notice is given within the time frames specified above and the appropriate procedures outlined above are followed.~~

Any request for a waiver of Department of Education Rules which directly impact terms and conditions of employment must be mutually agreed upon by the Association's Executive Board and the School Board for the waiver request to be further pursued. If the Association does not respond within ten (10) workdays, it may be assumed to have accepted the request for a waiver of the above Department of Education Rules.

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ESP SALARY ADJUSTMENTS FOR 2019-2020:

1. Eligible ESPs on steps 0-28 and employed prior to January 1, 2019, advanced one (1) step effective July 1, 2019. The increase for 12-month personnel was reflected in the July 15, 2019, paychecks and for 10-month employees in the August 23, 2019, paychecks. In addition to this step, a 60 cents per hour increase will be added to each cell of the Education Support Professionals Salary Schedule. Increases for 10-month employees will be paid retroactive to the August 23 paycheck, or appointment date, whichever is later. Increases for 12-month employees will be paid retroactive to the July 15 paycheck, or appointment date, whichever is later.
2. The salary schedule for pay grade 22 step 00 receive a 65 cents per hour increase.
3. Once employees reach the top of the salary schedule (step 28), they will remain on the current top cell.
4. Subject to final ratification by all parties, payroll adjustments shall be made as soon as administratively feasible.
5. Placement on the salary schedule shall be in accordance with 2019-2020 footnotes.

T. A.
10/7/19

Kevin P. Sarmiento
Jennifer H. Wise

2019-2020
SCHOOL BOARD OF ALACHUA COUNTY
Education Support Professional & Professional Technical Salary Schedule

Step	Pay Grade 22	Pay Grade 23	Pay Grade 24	Pay Grade 25	Pay Grade 26	Pay Grade 27	Pay Grade 28
00	11.57	12.31	13.95	15.84	17.96	20.37	23.18
01	11.67	12.45	14.15	16.01	18.17	20.64	23.44
02	11.78	12.61	14.29	16.21	18.39	20.88	23.73
03	11.93	12.76	14.47	16.41	18.62	21.14	24.00
04	12.06	12.89	14.61	16.57	18.80	21.38	24.30
05	12.20	13.07	14.80	16.78	19.05	21.65	24.56
06	12.32	13.19	14.96	16.96	19.24	21.86	24.85
07	12.46	13.34	15.12	17.15	19.49	22.14	25.12
08	12.58	13.50	15.31	17.35	19.67	22.37	25.44
09	12.71	13.63	15.45	17.56	19.91	22.63	25.70
10	12.86	13.79	15.63	17.72	20.12	22.88	25.99
11	12.97	13.93	15.80	17.93	20.34	23.12	26.27
12	13.10	14.08	15.96	18.09	20.57	23.38	26.55
13	13.24	14.22	16.14	18.30	20.79	23.59	26.80
14	13.50	14.35	16.31	18.50	20.98	23.88	27.12
15	13.78	14.52	16.45	18.68	21.22	24.09	27.37
16	14.03	14.66	16.61	18.88	21.41	24.34	27.67
17	14.30	14.96	16.94	19.24	21.85	24.85	28.22
18	14.57	15.26	17.29	19.63	22.28	25.33	28.79
19	14.82	15.56	17.62	20.01	22.73	25.84	29.36
20 Mid-Point	15.09	15.85	17.97	20.37	23.18	26.33	29.92
21	15.35	16.14	18.28	20.78	23.60	26.82	30.48
22	15.61	16.43	18.63	21.16	24.03	27.33	31.06
23	15.86	16.73	18.97	21.52	24.47	27.82	31.61
24	16.12	17.00	19.27	21.92	24.89	28.31	32.17
25	16.72	17.29	19.63	22.28	25.35	28.79	32.75
26	16.72	17.59	19.98	22.68	25.76	29.29	33.33
27	16.72	17.88	20.30	23.04	26.20	29.79	33.87
28	16.72	18.52	21.04	23.90	27.17	30.88	35.10

INSTRUCTIONAL SALARY ADJUSTMENTS FOR 2019-2020:

1. Instructional personnel on Continuing Contract or Professional Services Contract at the start of the 2019-2020 school year who were rated as "highly effective" or "effective" on the Principal Appraisal portion of the annual evaluation advanced one (1) step on the Grandfathered Instructional Salary Schedule. Increases for this step were reflected in the August 23, 2019, paychecks. In addition to this step, a 2.0% increase has been added to each cell of the Instructional Salary Schedule. This increase will be paid retroactively to the beginning of the 2019-2020 contract period.
2. Instructional personnel on Continuing Contract or Professional Services Contract at the start of the 2019-2020 school year who were not rated as "highly effective" or "effective" on the Principal Appraisal portion of the annual evaluation but received a final appraisal rating of "highly effective" or "effective" will advance one (1) step on the Grandfathered Instructional Salary Schedule. Increases for this step will be paid retroactively to the beginning of the 2019-2020 contract period. In addition to this step, a 2.0% increase has been added to each cell of the Instructional Salary Schedule. This increase will be paid retroactively to the beginning of the 2019-2020 contract period.
3. Instructional personnel on annual contract for the 2019-2020 school year who receive a final appraisal rating of "highly effective" for the 2018-2019 school year will advanced one (1) step on the Performance Pay Instructional Salary Schedule. Increases for this step were reflected in the August 23, 2019, paychecks. In addition to this step, a 2.0% increase has been added to each cell of the Instructional Salary Schedule. This increase will be paid retroactively to the beginning of the 2019-2020 contract period. In addition, all Highly Effective teachers will receive a permanent base salary add on in the amount of \$1.
4. Instructional personnel on annual contract for the 2019-2020 school year who receive a final appraisal rating of "effective" for the 2018-2019 school year will advanced one (1) step on the Performance Pay Instructional Salary Schedule. Increases for this step were reflected in the August 23, 2019, paychecks. In addition to this step, a 2.0% increase has been added to each cell of the Instructional Salary Schedule. This increase will be paid retroactively to the beginning of the 2019-2020 contract period. In addition, all Effective teachers will receive a permanent base salary add on in the amount of \$0.75.
5. Instructional personnel on annual contract for the 2019-2020 school year who do not receive a final appraisal rating of "effective" or "highly effective" for the 2018-2019 school year will receive a 2.0% increase. This increase will be paid retroactively to the beginning of the 2019-2020 contract period.

6. Instructional personnel with a new hire date on or after August 5, 2019, will not advance a step on the 2019-2020 Instructional Salary Schedule. A 2.0% increase has been added to each cell of the Instructional Salary Schedule. This increase will be paid retroactively to the beginning of their 2019-2020 contract date.
7. Subject to final ratification by both parties, any necessary payroll adjustments shall be made as soon as administratively feasible. Employees on leave must return to active status to be eligible for retroactive adjustments.
8. In order to be eligible for retroactive pay, instructional personnel must be employed at the time of ratification.
9. Once personnel on Continuing Contract or Professional Services Contract reach the top of the Instructional Salary Schedule (step 25), they will remain on the current top cell. Longevity Adjustment will be applied as outlined in the Instructional Salary Schedule for Continuing Contract or Professional Services Contract only.
10. Placement on the salary schedule shall be in accordance with 2019-2020 footnotes.

Footnotes to 2019-2020 Teacher Salary Schedule:

1. The District will increase all supplements 2.0%.
2. Differentiated pay will be awarded to instructional personnel, including instructional para professionals at Alachua Elementary, Rawlings Elementary, and Williams Elementary for the 2019-2020 school. A \$1,250 payment will be made on the final pay period of December 2019 to all active instructional staff members. A second \$1,250 payment will be awarded on the last pay period of June 2020 to all active instructional personnel at those schools. Instructional para professionals will receive a payment of \$500 on the final pay period of December 2019 to all active para professionals at these schools. A second \$500 payment will be awarded on the last pay period of June 2020 to all active instructional para professionals at these schools.
3. In addition to the above, \$300,000 in Differentiated Pay for 2019-20 will be awarded at the mutual agreement between Board and ACEA.