

SRLSD Item # 1  
1/14/2015

**School District of Santa Rosa County**

**Steve Ratliff, Chief Negotiator**

**Presented January 14, 2015**

When the School Board of Santa Rosa County and/or the Superintendent is notified by the Department of Education the Financial Condition Ratio projection falls below 3%, the salaries of all employees will be reduced by the value of 4 days. The reduction will cease when the Financial Condition Ratio projection rises above 3%.

SRPE Talking Points  
January, 2015

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School Year	Projected Fund Balance on June 30	Actual Fund Balance on June 30
2012/13	10,138,325	15,118,178
2013/14	5,297,281	17,817,096
2014/15	10,351,542	?

- In the 2013-14 school year the School Board did not pay step raises because the end of the year fund balance was projected to be only \$5,297,281. On June 30, 2014 the actual ending fund balance was \$17,817,096.
- At the end of the 2013-14 school year the School District had \$12,519,815 more than it had projected. It could have easily afforded to pay step raises.
- In 2013-14, in spite of a Financial Condition Ratio of 2.17%, the Superintendent recommended and the School Board approved raises for 83 non-instructional employees. The average raise was 4.7%. These employees received an additional raise from the Rick Scott money.
- In 2013-14, the Superintendent recommended and the School Board approved a \$3,729.60 raise for a plumber. This plumber received an additional \$1,400 raise from the Rick Scott money. The plumber's total raise for 2013-14 was \$5,129.60.
- The Superintendent did not recommend raises for instructional personnel and other school based employees in 2012/13.
- The Superintendent did not recommend raises for instructional personnel and other school based employees in 2013/14.

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School District Funded Raises 2013-14				
Job Title	New Annual Salary	Prev. Annual Salary	Raise Amount	% Increase
MAINTENANCE MECHANIC II	43,142.40	41,469.12	1,673.28	4.04
MAINTENANCE MECHANIC II	32,800.32	31,348.80	1,451.52	4.63
MAINTENANCE MECHANIC II	49,855.68	47,597.76	2,257.92	4.74
CUSTODIAN II	31,449.60	30,219.84	1,229.76	4.07
CUSTODIAN II	31,449.60	30,219.84	1,229.76	4.07
CUSTODIAN II	31,449.60	30,219.84	1,229.76	4.07
ELECTRICIAN II	34,312.32	32,800.32	1,512.00	4.61
ELECTRONIC TECHNICIAN II	32,800.32	31,348.80	1,451.52	4.63
MAINTENANCE MECHANIC II	28,687.68	27,437.76	1,249.92	4.56
MAINTENANCE CREW LEADER	52,214.40	49,855.68	2,358.72	4.73
PLUMBER II	29,998.08	26,268.48	3,729.60	14.20
ACCOUNTANT II (N)	41,146.56	39,312.00	1,834.56	4.67
COMP PROG/SYS ANALYST II (N)	51,791.04	48,363.84	3,427.20	7.09
MAINTENANCE FOREMAN II (N)	62,536.32	60,036.48	2,499.84	4.16
ACCOUNTANT III (N)	56,831.04	54,270.72	2,560.32	4.72
ACCOUNTANT III (N)	54,250.56	51,791.04	2,459.52	4.75
SUPERVISOR OF BLDG. MAINT. (N)	72,011.52	69,088.32	2,923.20	4.23
PERSONNEL ASST III (N)	48,404.16	46,226.88	2,177.28	4.71
ACCOUNTANT III (N)	62,455.68	59,633.28	2,822.40	4.73
ACCOUNTANT III (N)	49,452.48	47,214.72	2,237.76	4.74
INTERNAL FUNDS BKPR II	40,279.68	38,485.44	1,794.24	4.66
PARAPROFESSIONAL IV	24,175.80	20,210.85	3,964.95	19.62
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
FISCAL ASSISTANT II	41,186.88	39,352.32	1,834.56	4.66
INTERNAL FUNDS BKPR II	39,372.48	37,618.56	1,753.92	4.66
PARAPROFESSIONAL IV	25,304.40	24,190.65	1,113.75	4.60
CLERICAL DATA II	17,716.05	16,973.55	742.5	4.37
SECRETARY II	35,985.60	34,574.40	1,411.20	4.08
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
CLERICAL DATA I	27,739.80	26,655.75	1,084.05	4.07
INTERNAL FUNDS BKPR II	40,279.68	38,485.44	1,794.24	4.66
INTERNAL FUNDS BKPR II	35,098.56	33,546.24	1,552.32	4.63
INTERNAL FUNDS BKPR II	38,465.28	36,771.84	1,693.44	4.61
FISCAL ASSISTANT II	32,800.32	31,348.80	1,451.52	4.63
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
FISCAL ASSISTANT II	43,142.40	41,207.04	1,935.36	4.70
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
SECRETARY II	24,050.88	23,042.88	1,008.00	4.37
INTERNAL FUNDS BKPR II	44,815.68	42,819.84	1,995.84	4.66
INTERNAL FUNDS BKPR II	35,904.96	34,332.48	1,572.48	4.58
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
SECRETARY III	34,352.64	32,840.64	1,512.00	4.60
PARAPROFESSIONAL	21,131.55	20,210.85	920.7	4.56
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
SECRETARY III	31,348.80	29,332.80	2,016.00	6.87
SR NETWORK ANALYST II	49,452.48	47,234.88	2,217.60	4.69
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
SECRETARY	39,412.80	37,860.48	1,552.32	4.10
PERSONNEL	48,444.48	46,287.36	2,157.12	4.66
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
INTERNAL FUNDS BKPR II	41,227.20	39,392.64	1,834.56	4.66
INTERNAL FUNDS BKPR II	44,815.68	42,819.84	1,995.84	4.66
INTERNAL FUNDS BKPR II	32,800.32	31,348.80	1,451.52	4.63
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
INTERNAL FUNDS BKPR II	42,194.88	40,320.00	1,874.88	4.65
FISCAL ASSISTANT II	49,855.68	47,597.76	2,257.92	4.74

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## School District Funded Raises 2013-14

Job title	New Annual Salary	Prev. Annual Salary	Raise Amount	% Increase
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
INTERNAL FUNDS BKPR II	37,598.40	35,925.12	1,673.28	4.66
INTERNAL FUNDS BKPR II	41,227.20	39,392.64	1,834.56	4.66
INTERNAL FUNDS BKPR II	41,227.20	39,392.64	1,834.56	4.66
PARAPROFESSIONAL IIV	23,091.75	21,606.75	1,485.00	6.87
FISCAL ASSISTANT II	45,198.72	43,162.56	2,036.16	4.72
PERSONNEL ASSISTANT III	45,138.24	43,122.24	2,016.00	4.68
CLERICAL DATA I	24,190.65	23,670.90	519.75	2.20
SECRETARY II	28,687.68	27,457.92	1,229.76	4.48
INTERNAL FUNDS BKPR II	41,227.20	39,392.64	1,834.56	4.66
SECRETARY III	35,138.88	33,606.72	1,532.16	4.56
SECRETARY	28,687.68	27,457.92	1,229.76	4.48
INTERNAL FUNDS BKPR II	37,598.40	35,925.12	1,673.28	4.66
SECRETARY III	35,138.88	33,606.72	1,532.16	4.56
SECRETARY III	35,138.88	33,606.72	1,532.16	4.56
INTERNAL FUNDS BKPR II	42,194.88	40,320.00	1,874.88	4.65
INTERNAL FUNDS BKPR II	34,312.32	32,800.32	1,512.00	4.61
INTERNAL FUNDS BKPR II	35,904.96	34,332.48	1,572.48	4.58
SECRETARY III	32,074.56	30,683.52	1,391.04	4.53
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
PARAPROFESSIONAL IIV	16,260.75	15,577.65	683.1	4.39
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
FISCAL ASSISTANT II	39,332.16	37,578.24	1,753.92	4.67
SECRETARY III	39,412.80	37,860.48	1,552.32	4.10
INTERNAL FUNDS BKPR II	45,460.80	43,424.64	2,036.16	4.69
INTERNAL FUNDS BKPR II	35,904.96	34,332.48	1,572.48	4.58
SECRETARY III	31,348.80	29,332.80	2,016.00	6.87

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### Grandfathered Salary Structure

Employee Classification	Bachelor's Placement	HE or E Raise
0	34,278	430
1	34,708	430
2	35,138	431
3	35,569	431
4	36,000	895
5	36,895	892
6	37,787	919
7	38,706	935
8	39,641	953
9	40,594	971
10	41,565	990
11	42,555	1,009
12	43,564	1,027
13	44,591	1,048
14	45,639	1,068
15	46,707	1,068
16	47,775	1,132
17	48,907	1,132
18	50,039	1,155
19	51,194	1,178
20	52,372	1,202
21	53,574	1,226
22	54,800	1,251
23	56,051	1,276
24	57,327	1,303
25	58,630	1,328
26	59,958	1,339
27	61,297	1,358
28	62,655	1,383
29	64,038	1,383
30	65,421	1,383

An employee hired prior to July 1, 2014 that is currently at classification 0 to 28 will move forward two classifications.

An employee hired prior to July 1, 2014 and is currently at classification 29 will move forward to step 30.

Raises will be retroactive from the beginning of the school year.

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## Performance Pay Salary Structure

Employee Classification	Bachelor's Placement	Effective Raise	Highly Effect. Raise
0	34,278	369	491
1	34,708	369	491
2	35,138	369	493
3	35,569	369	493
4	36,000	767	1023
5	36,895	765	1019
6	37,787	788	1050
7	38,706	801	1069
8	39,641	817	1089
9	40,594	832	1110
10	41,565	849	1131
11	42,555	865	1153
12	43,564	880	1174
13	44,591	898	1198
14	45,639	915	1221
15	46,707	915	1221
16	47,775	970	1294
17	48,907	970	1294
18	50,039	990	1320
19	51,194	1010	1346
20	52,372	1030	1374
21	53,574	1051	1401
22	54,800	1072	1430
23	56,051	1094	1458
24	57,327	1117	1489
25	58,630	1138	1518
26	59,958	1148	1530
27	61,297	1164	1552
28	62,655	1185	1581
29	64,038	1185	1581

An employee hired after July 1, 2014 will be placed on Performance Pay.

An employee hired prior to July 1, 2014 will be initially placed one level higher than their current classification and will earn an additional raise amount based on their evaluation.

Raises will be retroactive from the beginning of the school year.

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District "Austerity" Language!

<p>NEWLY PROPOSED – a district concession, January 14, 2015</p> <p><u>When the School Board of Santa Rosa County and/or the Superintendent is notified by the Department of Education the Financial Condition Ratio projection falls below 3%, the salaries of all employees will be reduced by the value of 4 days. The reduction will cease when the Financial Condition Ratio projection rises above 3%.</u></p>	<p>Proposed Language – by District – Sept 24, 2014.</p> <p><u>F. Adjustment of compensation during financial difficulty</u></p> <ol style="list-style-type: none"><li><u>1. Should Santa Rosa District Schools be notified by the Commissioner of Education the fund balance is or is projected to fall below 3%, the salaries of all employees will be reduced up to the value of 4 days with the specific purpose of raising the Financial Condition Ratio above 3%.</u></li><li><u>2. The reduction will begin in the fiscal year of the notification and cease when the Financial Condition Ratio rises above 3%.</u></li><li><u>3. It is the intent of this language to provide an opportunity to furlough days for all employee groups during workdays that no students are present. With no consistent AND common holidays among ALL employee types, this may mean different non paid days for different employee types.</u></li></ol>
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**Disparate treatment** is one of the theories of discrimination under Title VII of the United States Civil Rights Act; the other theory is disparate impact.

Title VII prohibits employers from treating applicants or employees differently because of their membership in a protected class. A **disparate treatment** violation is made out when an individual of a protected group is shown to have been singled out and treated less favorably than others similarly situated on the basis of an impermissible criterion under Title VII. The issue is whether the employer's actions were motivated by discriminatory intent. Discriminatory intent can either be shown by direct evidence, or through indirect or circumstantial evidence.<sup>[1]</sup>

Under the direct method, a plaintiff tries to show that his membership in the protected class was a motivating factor in the adverse job action.

1. He may offer direct evidence, e.g. that the defendant admitted that it was motivated by discriminatory intent or that it acted pursuant to a policy that is discriminatory on its face. Direct evidence of discrimination is rarely available, given that most employers do not openly admit that they discriminate. Facially discriminatory policies are only permissible if gender, national origin, or religion is a bona fide occupational qualification for the position in question. Race or color may never be a bona fide occupational qualification.
2. He may offer any of three types of circumstantial evidence:
  - "suspicious timing, ambiguous statements oral or written, behavior toward or comments directed at other employees in the protected group, and other bits and pieces from which an inference of discriminatory intent might be drawn."<sup>[2]</sup>
  - evidence that other, similarly-situated employees not in the protected class received systematically better treatment.<sup>[3]</sup>
  - evidence that the plaintiff was qualified for the job, a person not in the protected class got the job, and the employer's stated reason for its decision is unworthy of belief. *Id.* This type of circumstantial evidence is substantially the same as the evidence required by the McDonnell Douglas method described below.



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## **CONSIDER MEDIATION**

**Another useful tool to consider using to help you settle your contract is to ask the Board to agree to invite a Federal Mediator to assist in the effort. It is a service provided by the Federal Mediation and Conciliation Services at no cost to the district or union. FMCS has a very experienced, capable staff of Mediators ready to assist.**

**Statistics show that when the parties agree to use a Mediator, the success rate is very high, about 75% of the time an agreement is reached. Several tough Contract agreements in Florida have been achieved in the last few years with the help of mediation. It is usually the most successful when employed prior to an actual IMPASSE being declared but it can work either way. This is simply another tool to consider.**

**Both parties must agree to mediation in order for it to be used. If you want more information or need help with this, visit the FMCS web site at: <http://www.fmcs.gov/>, or ask for help from Jackie Sweat or Dave Bessire, FEA Bargaining Specialists.**

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## MEDIATION

### DEFINITION

Mediation is the introduction of a third party acceptable to the negotiating parties whose role is to assist in the reconciling of differences to a dispute, a misunderstanding or what appears to be an impasse by making proposals that bring settlement or a resumption of bargaining. Mediation is called a "low control procedure" because of the limited control the mediator has over the settlement and the parties' ability to reject or modify the mediator's proposal.

### HOW IT WORKS

- After the parties have agreed to mediation, the Commission may, through its designated agent, select a mediator to assist the parties in reaching agreement. Selection may be made through the Federal Mediation and Conciliation Service (FMCS).
- There is no cost to the parties for a mediator from FMCS. If, however, the parties select a mediator from another source, there may be a charge that the parties would split.
- Meetings of each party to the negotiations with the mediator are private and closed.
- A mediator sometimes considers some of the same factors a special master does from the standpoint of what might be reasonable positions. But the mediator does not make "grocery" lists and does not use items for comparison in a rigid manner. The mediator understands that this approach would not be acceptable to the negotiating parties.
- The mediator is not interested in winners and losers, who is right, who is wrong; only in settlement. The mediator is not partisan even though at times she/he may see the reasonableness of positions on either side. It is important that the union understands this.
- After the negotiating parties agree to mediation, the union need not wait until the assigned FMCS mediator communicates with the union representative. The union can talk directly with the mediator and share any information it feels would facilitate agreement on the matters in contention.
- In the mediation process it is possible for a mediator to "jump start" negotiations and then leave the scene while remaining "on call" to the parties. The union should not be reticent about consulting with the mediator. However, it should not use these consultations as a crutch mechanism. The mediator is not a member of the union's negotiating team or a member of a union collective bargaining resource committee.
- Each mediation situation has its own characteristics determined by the personalities of the negotiating parties, the situations that brought about an agreement to mediate, and the "style" of the mediator.