

**PLEASE POST IMMEDIATELY**  
**RATIFICATION INFORMATION**

**SCHOOL DISTRICT OF  
CLAY COUNTY**



**2022-2024  
MASTER CONTRACT  
WITH  
CLAY COUNTY EDUCATION  
ASSOCIATION**

**2023 - 2024 Amendment**

# 2023-2024 RATIFICATION INFORMATION

## 2023 - 2024 Amendment

### 2022 - 2024 CCEA MASTER CONTRACT

Please review the language posted at your work site.  
Both CCEA and District teams recommend ratification of these amendments.

| ARTICLE       | TITLE                                       | LANGUAGE CHANGES  |
|---------------|---|---|
| IV            | Association and Teacher Rights              | Association representatives visiting school campuses need prior approval from the Principal and will be provided with a highly visible location frequented by teachers. Payroll dues deduction language was updated based on new legislation  |
| VII           | Planning/Preparation and Conference Time    | Elementary instructional staff shall have 30 minutes uninterrupted planning during student contact time. Admin will schedule an additional 15 minutes of uninterrupted planning before or after school that does not supersede student related meetings, PLCs and bi-monthly faculty meetings   |
| X             | Teacher's Authority and Protection          | Updated language concerning Florida Statute 1003.32   |
| XII           | Posting Vacancies and Voluntary Transfers   | Original Language   |
| XIV           | Professional Qualifications and Assignments | Updated Summer School Hiring Process  |
| XXVII         | Contract Committees                         | Updated Wellness Committee  |
| XXVIII        | Compensation                                | <ul style="list-style-type: none"><li>● Retirement Information updated to reflect new 8 year DROP</li><li>● All Articles, Appendices and Tables related to compensation will be effective as of 07/01/2023, with the exception of additional special compensation added to Appendix IV C will be effective January 1, 2024.</li><li>● See # 4 in Compensation Article for negotiated salary increases</li></ul> |
| Appendix IV A | Entry Salary Schedules                      | School Psychologists - increased placement schedule   |
| Appendix IV C | Salaries - Pay Differentials                | Updated sections C - In-service workshops, D - New Teachers, and F - Special Compensation   |
|               | Signature Page                              | Signed at the conclusion of bargaining on 11/29/23  |



Handwritten marks at the top of the page include a signature, circled initials "AD", "AA", and "20", and dates "10/25/13" and "10/25/23".

## Article IV: Association and Teacher Rights

Board PROPOSAL  
SEPTEMBER 25, 2023

- A. The Board hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.
- B. A copy of the Master Contract will be posted on the District website along with five (5) hard copies provided to each worksite for placement in the library, teachers' lounge, main office, etc. In addition, the Association will receive twenty-five (25) hard copies of the Master Contract.
- C. When the Association desires to use a school facility for a meeting involving members, the Association President or his/her designee, will discuss the date, time and any additional requirements with the principal at least one (1) week in advance, if possible, to secure permission in writing. The Association shall reimburse the Board for costs that exceed routine custodial and operating expenses of such school building and equipment.
- D. With the approval of the principal, the Association and its representatives shall have the right to use school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.
- E. Each school will have a designated space for a bulletin board in the school, a place which is visible and accessible to the teachers such as the teachers' lounge, work or mailbox area, for the sole use of Association to post notices of Association activities. The Association is authorized to use the school system teacher mailboxes for communications to teachers. Communications posted on the bulletin board or placed in the mailboxes shall not be slanderous or political campaign material. The Association shall assume the responsibility for placing such communications in the mailboxes. A copy of materials to be placed in the mailboxes shall be submitted to the principal and Human Resources Division prior to distribution. All correspondence must include Association name.
- F. ~~Duly authorized representatives of the Association, with the approval of the school principal,~~ When an Association representative desires to visit a school to conduct official Association business with teachers on school property, he/she must make prior scheduling arrangements in advance of the visit with the school principal. shall be permitted to transact official Association business with teachers on school property. The principal will provide a place which is highly visible, centrally located, or frequented by the teachers as follows:
1. During the teacher's lunch period.
  2. Before and after the teacher's scheduled day.
  3. Visitation as outlined in (1.) and (2.) above must not interfere with or disrupt normal school operations.
  4. ~~When an Association representative desires to visit a school, he/she must make prior scheduling arrangements in advance of the visit with the school principal.~~



5. The Building Representative shall be given an opportunity ~~at the end of~~ during each school faculty meeting to make announcements of time, place, and topics of future meetings to all faculty.
  6. The Building Representative shall be given an opportunity to hold one (1) ten (10)-minute meeting each month during contracted hours to conduct Association Business.
- G. The Board agrees to give the Association reasonable access to all public records within its jurisdiction. The Board will make available to the Association a copy of the Discussion and Consent Agendas of regularly scheduled Board meetings, including backup material. The Board will be supplied with copies of communications delivered to all teachers both electronically and through school mail with the exception of information regarding membership. The Association with approval of the Superintendent or designee may be permitted the use of the employee's electronic mailboxes (email) and the district courier service for joint communiques or the announcement date, time and place of meetings.
- H. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Religious and political activities of individual teachers will not be carried on during the school day.
- I. The parties agree that as of July 1, 2023, the following language is currently unenforceable and inactive due to legislation passed in the 2023 Florida Legislative Session:

*Members of the bargaining unit may join the Association by completing and submitting the Payroll Deduction Form (Appendix I). The Payroll Deduction Form will be submitted to the Association. Pursuant to such submission, the Board shall deduct from the teacher's salary check such monies in equal payments beginning the first pay date after proper submission.*

1. *Such authorization and dues deduction shall continue in effect unless a written request by the employee to revoke such authorization is delivered to the Association and the School Board not less than thirty (30) days prior to the affected pay date. The Association will submit the list and the signed authorization to the Payroll Office by not later than fifteen (15) days prior to the affected pay date or end of school year. Such list and authorizations shall stipulate the last date deductions are to be made.*
2. *The Association shall notify the Payroll Office of any changes in the amount of dues to be deducted with a list as stipulated in paragraph (1.) certified by the President by no later than August 15.*
3. *The deductions shall be remitted not less frequently than monthly to the Association. Any list or authorization not submitted in the manner specified in this provision shall be returned to the Association for recalculation, new authorizations and resubmission.*
4. *The Association shall indemnify and save and hold harmless the Board against any and all claims, demands, suits and any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of reliance on any lists, notice or assignment furnished by the Association as it applies to this section.*

Should the Florida Statute change to allow dues to be deducted through the employee payroll, the parties will schedule a meeting within fifteen (15) work days to enter into negotiation to restart the ability to deduct dues from the employee payroll.

- J. Upon appropriate authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for payroll deduction programs currently in effect. Additional programs may be approved according to the following guidelines:



1. Insurance companies desiring payroll deduction must present at least twenty-five (25) completed applications.
  2. The insurance company must be rated A- or better in A.M. Best Guide to Life Insurance Companies.
  3. Payroll deductions should be allowed to employees who transfer into Clay County School System who have tax sheltered annuities on a payroll deduction plan.
  4. Companies who have fewer than eleven (11) participants will be notified that they must increase participation to the twenty-five (25) participant level. Should any such company fail to bring their participation back to the twenty-five (25) participant level, the company shall be dropped from payroll deduction effective the beginning of the next school year. Employees signed up for payroll deduction with such companies shall be notified in writing by the payroll department prior to losing the payroll deduction with that company.
- K. When it is necessary for the Association President and/or his/her designee(s) to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours, or are the result of an emergency situation, the said representative(s) may apply for Association Leave with pay as is necessary to perform any such activities. Salary costs paid by the Board during approved Association Leave shall be reimbursed by the Association. Such leave must be applied for in advance and approved by the principal. Approved leave of this type taken by the Association shall not exceed a total of thirty (30) days per school year. Said days shall be deducted in accordance with School Board policies, and shall usually be limited to five (5) representatives during any school calendar day, with the exception of the annual FEA Delegate Assembly where the Association may release up to thirty-five (35) representatives with no more than four (4) from any one worksite. The Superintendent may grant TDE with pay to association representatives to participate with the administration in activities which are deemed to be in the best interest of the school system.
1. The Association may request release for more than five (5) representatives on those rare occasions when this may be necessary, by obtaining the approval of the Superintendent. If additional members are approved, the association will pay the salary cost and the cost of a substitute teacher if one is needed. Substitute costs shall be remitted to the school or cost center in which the CCEA member is employed.
- L. Extended Association Leave may be granted to the President of the Association and another Association Officer or officer intern for a period of up to one school year, subject to annual renewal. The President shall continue receiving full pay and fringe benefits (including FRS retirement) and shall be paid a salary as authorized by the Executive Board of the Association during such leave from the School Board provided the Association reimburses the Board for such full pay and fringe benefits. If an additional officer or officer intern is authorized by the Executive Board of the Association, the officer shall continue receiving full pay and fringe benefits (including FRS retirement) and shall be paid a salary as authorized by the Executive Board of the Association during such leave from the School Board, provided the Association reimburses the Board for such full pay and fringe benefits. Such leave shall be requested at least sixty (60) days in advance of the affected school year. The procedures for salary and fringe benefit reimbursement shall be agreed to by the Board prior to leave approval.
1. Extended Association Leave without pay may be granted to an officer of the Association or to an employee who is a member of the bargaining unit under the following conditions:
    - a. Such an employee shall have been designated as an "intern trainee" by the local or state affiliate or shall be an officer of the state or national affiliate.
    - b. Such leave shall be effective for the balance of the school year during which the respective term of office or training period will run.

- c. Documentation shall be provided substantiating the member's status and the request of the appropriate affiliate at least sixty (60) days in advance of the affected school year.
2. At the beginning of the next school year, such employee shall return from such leave in the same manner as other employees returning from Extended Personal Leave. However, in the case of a President returning from Extended Association Leave, the President shall be reassigned to a similar position in the District, and whenever possible, to the previously held position.
3. In the event that the CCEA President is a National Board Certified teacher and in the event that the State of Florida determines that National Board monies are to be withheld due to the release responsibilities of the CCEA presidency, the Board agrees to pay 60% of the monies including benefits that would have been paid by the State inclusive of mentoring hours and the Association shall pay 40% of the monies.

M. Admission to School Athletic Events

Members of the bargaining unit shall be admitted without charge to any school sponsored home athletic event in the district. This provision shall not apply to state athletic playoff events. At all such events, the member shall provide identification substantiating the member's employment in the district.

- N. Principals and Building Representatives shall have an annual meeting to review contract language and build collegiality. Additionally, principals and the lead representative shall meet quarterly at a mutually agreed upon time to discuss issues and solutions to enhance employee relations.
- O. The Association shall be included on the agenda and be given an opportunity to speak at new teacher orientations that are conducted by the Professional Development Department.
- P. Prior to any request for deviation from the terms of this contract, the administrator must request approval in advance from the Assistant Superintendent of Human Resources, who will meet with the Association President to discuss such request. Any agreement between the Assistant Superintendent and CCEA will be memorialized in a memorandum of understanding (MOU) between the parties.

*2022 - 2024 Master Contract*



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## Article VII: Planning/Preparation and Conference Time

BOARD PROPOSAL  
OCTOBER 25, 2023

- A. For the purposes of this article, planning time refers to the time available to teachers as during the student day and shall be teacher-directed for the purpose of instructional planning. Teacher planning time, during the instructional day, will be given the highest priority and conferences will be held to a minimum during the student day.
- B. The Board recognizes the value and importance of providing planning/preparation and conference time for quality instruction. The Board and the Association also recognize the value and importance of ensuring student safety. Therefore, the Board and the Association agree to the equitable assignment of professional duties to ensure student safety during this planning, preparation and conference time as referenced in Article VIII, Professional Duties. The Administration and the Association will work together to minimize encroachment upon planning, preparation and conference time.
- C.
  - 1. High school, middle school, and junior high school teachers shall have planning time each day equivalent to one (1) class period during student contact time. Activities directors at the junior high schools shall have two (2) planning periods per day during student contact time. This time is in addition to the thirty (30) minutes allotted for lunch. For the purpose of this section, supervised study periods will be considered part of the instructional and supervisory load and will not be considered planning or preparation/conference time. Supervisory loads of secondary classroom teachers shall not exceed five (5) class periods in a six (6) period day, or six (6) class periods in a seven (7) period day as long as there is compliance with Article XVII, Class Size.
  - 2. A Career and Technical teacher may be scheduled as in paragraph 1 above or to teach two (2) three-hour Blocks or five (5) class periods in a six (6) period day depending on student's needs. Planning time may be assigned outside student contact time but during the work day.
  - 3. Elementary ~~school instructional staff~~ teachers shall have an uninterrupted, continuous block of time no fewer than thirty (30) minutes per day of duty-free planning time during student contact time. ~~a planning time each day equivalent to no less than thirty (30) consecutive minutes during student contact hours.~~ However, if a school's resource time is greater than 30 minutes, the teacher will be guaranteed a period equal to the resource time for planning. This time is in addition to the thirty (30) minutes allotted for lunch. This period may occur during the time students are in resource classes. When a teacher serves more than one school per day, planning time and duty will be scheduled at only one of the teacher's assigned schools. Any regularly scheduled deviation from the thirty (30) consecutive minutes per day of planning time during student contact hours must be collaboratively developed through consensus between teachers and administration within the school site. A consensus meeting will be held and co-lead by the building representative and the principal to develop a final schedule the faculty can support. ~~Principals will maximize the amount of planning time based on scheduling components.~~ Administrators will schedule a minimum of 15 additional minutes of uninterrupted planning time for instructional staff before or after school. This 15 additional minutes of uninterrupted planning time does not supersede the time required for student related meetings, PLCs and bi-monthly faculty meetings as needed.
- D. Planning days shall be for the purpose of planning, preparation and conferencing.
- E. Teachers of students with disabilities who have been identified as an inclusion teacher who is the case manager of fifteen (15) or more students will be provided two (2) additional planning days, and an

inclusion teacher who is the case manager of thirty (30) or more students will be provided four (4) additional planning days for the purpose of completing their requirements at their worksite on a mutually agreed upon day.

*2022 - 2024 Master Contract*



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## Article X: Teacher's Authority and Protection

BOARD PROPOSAL  
NOVEMBER 29, 2023

- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline as is consistent with the Code of Student Conduct and Florida Statute 1003.32. This includes taking reasonable steps to promote safety and ensure that teachers and students are not at undue risk of violence or harm and continuous disruptions that impede teaching and learning.
- B. The Board, Superintendent and Principal shall fully support the authority of the teacher to remove disobedient, disrespectful, violent, uncontrollable or disruptive students from the classroom. The administration will provide and follow a set of procedures as established in F.S. 1003.32 and identified in the current Clay County School District Code of Student Conduct relative to discipline problems. Within the first month of school, the building principal or designee will meet with faculty to review student discipline procedures and implementation of the Code of Student Conduct. School-based discipline plans or procedures to implement the Student Code of Conduct shall be collaboratively developed with involvement of the entire faculty. Such plans will identify the Placement Review Committee Membership and be updated annually through collaboration and submitted to the superintendent and the Association office no later than September 30. Placement Review Committee Membership must include two (2) teachers, one selected by the school's faculty and one selected by the teacher who has removed the student and one (1) member from the school staff selected by the principal. The teacher who withheld consent to readmitting the student may not serve on the committee.
- C. A teacher may impose customary classroom discipline where necessary in cases of minor infractions and may use such force as is necessary to protect himself/herself from attack or to prevent injury to others, another student. The school referral system (~~FOCUS~~) shall be used and a teacher may send a student to the principal's office to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the student code of conduct under F.S. 1006.07. The principal will comply with F.S. 1003.32 and thus 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 determines that a lesser disciplinary action is appropriate, the principal shall should consult with the teacher prior to taking disciplinary action. If the principal deviates from the teachers recommendation, the principal must provide the reasons in writing to the teacher.
- D. The teacher involved in a student disciplinary case shall be questioned only in the presence of parties involved in the case or involved in the investigation of the case. Dignity and respect for teachers will be maintained whenever involved in a student disciplinary case.
- E. A teacher may send or escort a student to the office of the principal or designated school administrator, or send for assistance when the grossness of the offense or persistence of the misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall promptly furnish the principal or his/her designee with full particulars on the problem or incident in writing. Once the teacher has been relieved of the responsibility of the student, it shall be the principal's or designee's responsibility to take action. Teachers shall be notified within five (5) working days of disposition of a student disciplinary referral.
- F. In the event that a teacher is a victim of physical abuse or threat thereof with use of a weapon or instrument capable of inflicting injury, such circumstance shall be promptly reported in writing to the principal or designated representative. Under such circumstances, the administration will provide assistance to the teacher to deal with outside agencies and shall enforce the Code of Student Conduct with respect to notification, suspension, or expulsion requirements. The Clay County Education

Association will be notified of the time and place of the assault hearing at least two (2) working days in advance of the hearing.

- G. A teacher will be encouraged to begin, without penalty, implementation of the review procedure for instructional and ancillary material set forth in Board policy whenever such material is the subject of a complaint or is removed from instructional or library use.
- H. A summary of Level 3 or higher offenses will be made available upon request.
- I. Teachers will receive twenty-four (24) hour notice prior to receiving a student who is being transferred from another class due to disciplinary issues. Transfer occurring within the drop/add period at the beginning of each semester will not be subject to such notice. Teachers receiving students identified as having disciplinary issues will be provided formal training upon request in de-escalation techniques.

*2022 - 2024 Master Contract*



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## Article XII: Posting Vacancies and Voluntary Transfers

BOARD PROPOSAL  
SEPTEMBER 25, 2023

TA 9/25/23

### A. Definitions

1. For the purpose of this article, a transfer shall be defined as a change in grade, subject, assignment, class, building or position. A form shall be required only in the case of transfer between schools or programs.
2. For the purpose of this article, "surplus" personnel shall be defined as those regularly contracted teachers who are unassigned as the result of a reduction in staff allocations in a school, subject area within a program in a school or county wide.
3. For the purpose of this article, eligibility for filling vacancies in phase I is limited to current instructional employees. Phase I will include voluntary transfers, unassigned (surplus), and personnel returning from leave who meet these contract requirements.

### B. Posting Vacancies

1. Vacancies during the school year
  - a. The CCDS website will be the site of the official instructional posting.
  - b. During the regular school year positions will be filled on an immediate hire and immediate fill to ensure continuous continuity and learning within the classroom.
  - c. In cases that affect the smooth and continuous operation of the school, posting timelines may be exempted to address emergency needs. Prior to posting, the Association shall be supplied with copies of any posting(s) that will be exempted from this timeline. The intended length of time to post will also be noted.
2. The following phases represent the order of placement and/or consideration for hiring to fill open, available positions or vacancies.
  - a. PHASE I (Approximately April 15): All vacancies declared for the next school year shall be posted for a period of two (2) weeks. All current instructional employees may apply.  
  
Teachers must have in-field certification for this phase. Principals may opt to fill these positions on the sixth day of the posting but no sooner.
  - b. PHASE II (Approximately May 1 – 8): Phase II provides a posting for placement for open, available positions or vacancies in the following order:
    - i. PSC/CC surplus teachers eligible in Phase I but not placed. If an in-field position is not available, placement will be in an out-of-field position.
    - ii. PSC/CC teachers returning from leave.
      1. PSC/CC in-field
      2. PSC/CC out-of-field

NOTE: Unassigned personnel above have priority for placement back in the school in which they were identified, in the event a vacancy becomes available in that school in a field in which they are certified.

- iii. Annual Contract teachers returned to the pool with an evaluation of effective or highly effective will be guaranteed an interview and may be offered a position
- c. PHASE III (Approximately May 9): This phase is open to current employees and new hires. Principals may opt to fill on the sixth day of posting but no sooner. June 15 each year marks the beginning of immediate hire immediate fill to ensure teacher placement prior to school start.

### 3. SUPPLEMENTAL VACANCIES

- a. Schools shall post supplemental positions electronically and at the school site after the April board meeting approval and must remain posted for at least one week.
- b. Unfilled Jr. /Sr. High positions not unique to that school will be posted for two (2) additional weeks in all the schools in the district. This posting is the responsibility of the school with the vacancy.
- c. After the (4) four weeks of posting as explained in 3a and 3b, all secondary supplemental positions not filled by district-wide postings may be advertised outside of the school system by the school with the vacancy.
- d. In cases of extreme need when an athletic supplemental position cannot be filled in steps a, b, and c above, the supplemental position may be added to a teaching position in PHASE III after the job has been in Phase III for one week. The Association shall be provided a list of such positions prior to posting.
- e. Supplemental positions which become vacant during the regular school year will be posted in the school sites for three (3) days with email notification to the faculty. Interested applicants will have three (3) working days to respond to the email and all applicants will receive an interview. If there are no interested applications, on the fourth (4<sup>th</sup>) working day positions may be posted district wide and if not filled may then be posted for out-of-district applicants.
- f. For 10, 11, and 12 month specialist positions with allocated supplements attached, no separate supplement posting is required. Positions not filled after two (2) weeks may be posted district wide and if not filled may then be posted for out-of-district applicants

### C. Voluntary Transfers

- 1. Each teacher shall be limited to one (1) volunteer transfer in a two (2) year period except at the discretion of the administration. A teacher wishing to seek a transfer to a posted vacancy for which he/she is eligible and qualified shall follow the procedures stipulated on the district transfer form. (See Appendix IIIA)
- 2. The principal/administrator of the cost center having the posted vacancy shall give due consideration to qualified and eligible in-county applicants. Due consideration shall be defined as taking into account the results of an interview, certification, experience, professional references, or other bona fide occupational qualifications. If a position is filled by a transfer applicant, the decision to select such applicant will be based on the above considerations.
- 3. All actions taken will follow the posting procedures as described in Article XII.B.
- 4. For positions posted after April 1 for the next school year, transfer requests which are made before the last day of the teacher's school year, shall only require approval of the gaining principal/administrator before such transfer is submitted to the Human Resources Division for final consideration.



5. The losing principal/administrator may request a review of any such proposed approval to the Superintendent on the grounds that such approval would be detrimental to the program of the school. The grounds for the appeal and input from the gaining principal/administrator and teacher will be reviewed.
6. After the close of the school year and before the beginning of the next school year, notification to the losing principal/administrator shall be required before such transfer is submitted to the Human Resources Division for final consideration. Transfers occurring two weeks prior to the first day of students require approval of both principals.
7. Transfer applicants must complete an on-line transfer profile (application) and will be notified electronically after a vacant position has been filled.

D.

1. If legislative repeal of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occurs, then the School Board and CCEA agree to revert to the 2010-2011 original contract language for Article XII.
2. If legislative changes of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, and then the School Board and CCEA agree to immediately return to the table to negotiate the impact.

*2022 - 2024 Master Contract*

9-25-23 TA (TH) [Signature]

# Article XIV: Professional Qualifications and Assignments

BOARD PROPOSAL  
SEPTEMBER 25, 2023

BO 9/25/23  
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- A. The Association may obtain from the School Board the grade level, subject area, the type of certificate, years of experience, and salary of each teacher employed in the district.
- B. Every effort will be made to give all teachers notice of their schedules and assignments, including room assignment for the next school year by the start of Phase I hiring of the current school year but no later than July 1 and no later than the last teacher work day prior to the December break for the second semester of that school year. Every effort will be made to assign all teachers to a personal classroom. In addition, all efforts will be made to rotate classroom assignments of floating teachers to minimize disruption to the scheduled classroom assignment of the personal classroom teacher. Changes in teachers' assignments, or schedules, or room assignments will be made only when unforeseen situations occur and shall not be arbitrary or punitive. Administrators will provide a rationale based upon the educational needs of students for changes to class assignment/subject area/grade level at the time that the teacher is notified of the change.
- C. All instructional employment in summer school shall be filled according to the following criteria:
  - 1. All contracted teachers who may apply shall apply for summer school classroom positions which are open at centers affecting their school. ~~Requests to teach summer school shall be presented to the district Human Resources Division.~~ posted on the District job board. District wide notification will be sent to inform teachers of postings.
  - 2.
    - ~~a. Only teachers under contract in the county for the year preceding or for the next year will be considered for summer school employment.~~
    - No teacher receiving an unsatisfactory spring evaluation during the regular school year will be eligible for summer school employment.
  - 3. ~~Assignments to such positions in~~ Summer School employment decisions for each summer school center shall be made according to the following ~~ranked~~ criteria:
    - a. Proper certification and qualifications are held by the employee.
    - b. Employee has taught one (1) year in the subject applied for ~~within the past three (3) years~~ or is assigned to teach the subject for the next school year.
    - c. ~~Uninterrupted seniority in the district.~~ Experience at the summer school center and or its feeder schools.
  - 4. During the first three days of summer school, the following ranked criteria shall be used should there be a need to reduce the number of teachers in a specific subject area within the school, or, for exceptional education teachers on a district-wide basis:
    - a. Teachers who do not hold proper certification or qualifications.
    - b. Teachers who have not taught one (1) year in the subject ~~within the past three (3) years~~ or is not assigned to teach the subject for the next school year.
    - c. Teachers with least uninterrupted district seniority.



5. Summer school teachers shall not be required to teach less than two (2) hours per day.

*2022 - 2024 Master Contract*

9-25-23

FA (HN)



## Article XXVII: Contract Committees

Board Proposal  
SEPTEMBER 25, 2023

BOFA  
9/25/23  
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### A. Compensation Committee

A committee shall be formed composed of school principals selected by the Superintendent, and an equal number of teachers selected by the association. These members shall be representative of each level and shall review compensation issues at least annually. This committee shall review supplements, pay for performance, differentiated pay and other issues related to compensation at least annually. Recommendations shall be made in writing to the Assistant Superintendent for Human Resources and the President of the Association for consideration or impact bargaining. Minutes of the meetings shall be provided to the Assistant Superintendent for Human Resources and the Association.

### B. Accountability

At least 20% of the elementary school and at least 30% of the secondary School Advisory Council will consist of teachers. The teachers representing the faculty will be elected by secret ballot. The election will be conducted by the principal and an Association representative. The duties of the Council shall be determined by School Board Policy and Florida Statutes.

### C. School Committee

1. Schools are encouraged to form school committees. This committee shall consist of one teacher for every ten teachers, or major portion thereof, on the school faculty, elected by the school faculty, and the principal of the school or his/her designee. Each committee shall have not less than two (2) teacher members and are encouraged to include representatives of other employee groups. The committee shall elect a chairperson and secretary.
2. The committee shall have the responsibility for identifying and discussing problems unique to that school and for recommending to the principal action to be taken to resolve these problems, but shall not have authority to deal with problems specifically assigned to other designated committees. It is mutually agreed that the intent of this committee is to arrive at a solution of these unique school problems as described above, and that the committee shall in no way limit the administrative authority of the Superintendent.
3. School Advisory Councils will not preclude the creation of school committees. Principals are encouraged to use school committees as a tool of the School Advisory Council.

### D. School Improvement Plan Review Committee

A committee of 5 teachers appointed by the Association President will annually review school improvement plans to identify plans that may require a contract waiver. This will be done before final submission to the Board for district approval.

### E. Paperwork Reduction/Forms Control Committee

1. A committee of teachers and administrators shall be formed for the purpose of paperwork reduction/forms control.
2. The majority of the committee's membership shall be teachers appointed by the Association President.



3. In addition, a classroom teacher, selected from the committee by the Superintendent or her/his designee, will serve as the teacher representative and chairperson to speak on behalf of the district's teachers.
4. The committee will meet ~~at least quarterly~~ **as needed** to discuss the reduction of paperwork/forms control.
5. Special emphasis will be given to improving efficiency through the reduction or, revision of, or consolidation of paperwork and data collection requirements.

#### F. Calendar Committee

The Association shall have representation on the Calendar Committee to recommend beginning and ending dates for teachers, planning days, and holidays for teachers. The Association will provide three (3) representatives, [one (1) elementary, one (1) junior high and one (1) high school] to serve on the committee. The Calendar Committee will meet during the first semester of the current year to establish school calendars for two (2) years in advance.

#### G. Clay Assessment System Committee

The Board and the Association agree to organize a committee consisting of classroom teachers and administrators to meet annually during the first semester, or as deemed necessary by the Committee, for the purpose of evaluating the procedures used in the Clay Assessment System (CAS). When the committee deems it appropriate that changes in the procedures used should be made, it will recommend these changes, in writing, to the Superintendent for his/her approval or disapproval. If disapproved, the changes will be returned to the committee for modification. The Superintendent will send approved changes to the Board for its consideration. The committee will be composed of four (4) members selected by the Association and four (4) members and a chairman appointed by the Superintendent, with sub committees as needed. The chairman will be responsible for notifying all members of time and place of meetings at least two (2) weeks in advance. The chairman is empowered to vote only when a tie vote occurs.

#### H. Insurance Committee

1. An Insurance Committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The committee shall select the chairperson of the Insurance Committee from among its membership. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote.
2. The Insurance Committee shall review and recommend actions with regard but not limited to:
  - Bids
  - Specifications
  - Recommendation on Invitation to Bid
  - Bid Tabulations
  - Monthly Insurance Experience Rating Reports

#### I. Student Code of Conduct Review Committee

The Association shall have representation on the Student Code of Conduct Review Committee. The Association will provide three (3) representatives, [one (1) elementary, one (1) junior high and one (1) high school] to serve on the committee.

J. Contract Monitoring Committee

See Article XXVI

K. Professional Development Council/Committee (PDAC)

PDAC is the governing body of the coordinated system of professional development. It shall be the purpose of the Professional Development Advisory Council to assist the Professional Development office in planning, coordinating and making recommendations to the Clay County School Board to implement professional development activities for instructional.

The responsibilities of the Professional Development Advisory Council shall be the following:

- a. To assess professional development (inservice) needs as identified by classroom teachers, school district personnel, university/community college personnel, and other concerned agencies
- b. To review and recommend for School Board approval components on identified professional development need.
- c. To develop and recommend for School Board approval policies for professional development in Clay County in support of school improvement.
- d. To establish procedures for planning and implementing professional development activities in Clay County.
- e. To facilitate professional development based on assessment of needs, the development of components to meet those needs, and evaluation of the extent to which the needs were met.
- f. To review legislation and research that impacts professional development
- g. To serve as a communication vehicle and advocate for professional development to the local school community
- h. Under no circumstances shall the Professional Development Council participate in the following activities:
  - i. Development of a political agenda
  - ii. Development of a legislative platform
  - iii. Participation in any political action group or forum
  - iv. Advocate change by the Department of Education or State Legislature of any existing rule, policy or statute
  - v. Advocate implementation by the Department of Education or State Legislature of any rule, policy or statute

Bargaining Unit members of PDAC will be appointed by the President of the Association and serve in accordance to the PDAC bylaws. A copy of the PDAC bylaws will be provided to the Association each year within one week of the first PDAC meeting for the year and after each change as decided by the committee.

L. Wellness Committee

1. A wellness committee shall be formed, in collaboration with the Coordinator of Health and Wellness, with ~~an equal number of~~ representatives from each personnel category (i.e. teachers, administrators and support personnel). The number of representatives ~~from each personnel~~



category will be decided by the Insurance Committee. ~~The Association shall provide teacher representatives to this committee.~~ The Association shall provide instructional representatives to the committee up to 60% of the committee membership. Should the Association not provide 60% instructional members the committee may seek other representatives.

2. This committee shall meet ~~at least monthly~~ when necessary. Responsibilities of the committee members will be planning, communication, and promotion of wellness initiatives and activities decided upon by the committee. The committee shall select the chairperson of the committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision.
3. The Wellness Committee shall review and recommend actions with regard but not limited to:
  - a. CCSD Health Fair
  - b. Additional Wellness activities

#### M. Placement Review Committee

The Placement Review Committee shall be collaboratively developed with involvement of the entire faculty and be updated annually through collaboration. See Article X (B)

*2022 - 2024 Master Contract*

TAGG 11/29/23

HW (H)

11/29/23

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# Clay County Board Compensation Proposal for CCEA 2023-2024

**Board Proposal  
November 29, 2023**

**Clay County School Board is prepared to offer the following compensation proposal for the 2023-2024 school year. This proposal shows the Board's commitment to valuing our veteran teachers and to continue to increase the base salary for Instructional Personnel in the District.**

The following proposal abides by F.S. 1022.22 concerning Teacher Growth Allocation funding. The Florida Legislature appropriated funds for the Classroom Teacher and Other Instructional Personnel Salary Increase Allocation within the Florida Education Finance Program (FEFP). House Bill 641 permits Clay County District Schools to use the 2023-2024 Growth Allocation amount of \$2,994,209.00 (including benefits) to increase all teacher salaries being that Clay County has met the minimum salary requirement of \$47,500.00 for starting teachers. The following is the proposed base salary increase for contracted instructional personnel for the 2023-2024 school year.

This proposed salary increase plan places a large priority on Clay County veteran teachers. Teachers in the 18+ years of experience category comprise approximately 34% of Clay teachers. The District's proposal spends 59% of the Growth Allocation funds to increase the salaries of these teachers.

### Teacher Growth Allocation Salary Increases

| Years of Experience | # teachers | Salary Increase | Total Cost+benefits   |
|---------------------|------------|-----------------|-----------------------|
| 1-2                 | 346        | \$230.00        | \$98,099.98           |
| 3-5                 | 353        | \$380.00        | \$165,312.18          |
| 6-7                 | 223        | \$530.00        | \$146,631.58          |
| 8-11                | 339        | \$680.00        | \$287,464.57          |
| 12-15               | 289        | \$830.00        | \$296,818.26          |
| 16-17               | 196        | \$980.00        | \$239,339.21          |
| 18-19               | 189        | \$1,175.00      | \$276,874.87          |
| 20-22               | 202        | \$1,375.00      | \$346,442.45          |
| 23-24               | 128        | \$1600.00       | \$254,110.78          |
| 25+                 | 380        | \$1,850.00      | \$883,021.18          |
|                     |            |                 | <b>\$2,994,115.03</b> |

**Growth Allocation total funding is \$2,994,209.00 District's proposal for these funds that will be sent to the state is \$2,994,115.03, which is \$93.97 over funding.**



### **Additional Base Salary Increase Through Performance Pay:**

The District proposes providing performance pay to be in compliance with F.S.1012.22 in the following manner: This salary increase will be in addition to the Teacher Allocation Growth funding as listed in the tentatively approved table.

Annual contract teachers with a 2022-2023 final Clay County Instructional evaluation with a Highly Effective rating will receive an additional base salary increase of **\$625.00**.

Annual contract teachers with a 2022-2023 final Clay County Instructional evaluation with an Effective rating will receive an additional base salary increase of **\$500.00**.

Professional Service contract teachers with a 2022-2023 final Clay County Instructional evaluation will receive an additional base salary increase of **\$468.75**.

### **School Psychologist:**

The District proposes to increase the Entry Salary Schedule for School Psychologists (see attached). The District proposes to increase the base salary of each School Psychologist by \$2,500.00 (based on a 10 month contract). This increase will prevent leap-frogging for current School Psychologists based on the new proposed entry level salary schedule.

### **ESE:**

The district proposes an additional special compensation for our most critically needed classroom teachers by adding an additional 4 percent special compensation (Appendix IV-C (F)) for employees who fill the following allocations. This brings their special compensation to 12%. This additional 4 percent funding will be funded through a Federal IDEA grant and will be dependent upon the continuation of the funding each school year.

Behavior Site Coach, VE Self-Contained for Emotional/Behavior Disorders (EBD) and Autistic Spectrum Disorders (ASD) and Pre-K Behavior Communication

The district proposes an additional special compensation for our most critically needed classroom teachers by adding an additional 2 percent special compensation (Appendix IV-C (F)) for employees who fill the Self Contained Intellectually Disabled (IND) allocations. This brings their special compensation to 10%. This additional 2 percent funding will be funded through a Federal IDEA grant and will be dependent upon the continuation of the funding each school year.

### **In-Service Workshops & New Teachers:**

Per Appendix IV C, all inservice workshops and new teacher orientations will be paid a stipend of \$15 per hour.

**This is a total compensation package, for the 2023-2024 school year, of approximately \$4,987,687.25**

***\*Salary increases for the 2023-2024 school year will be for those Instructional Personnel who are employed by Clay County District Schools upon the date of contract ratification and pending the District receiving approval by the Florida Department of Education for Teacher Salary Growth Allocation proposal. Salary increases will be retroactive to the start of the instructional employee's 2023-2024 contract. Additional special compensation increases will be in effect January 01, 2024.***

**ENTRY SALARY SCHEDULE  
SCHOOL PSYCHOLOGISTS  
2022-2023**

| <b>Bachelor's Level (196 days)</b> |              |                        |                               |
|------------------------------------|--------------|------------------------|-------------------------------|
| <b>Entry Experience</b>            | <b>Level</b> | <b>Salary Schedule</b> | <b><u>Salary Schedule</u></b> |
| 0                                  | 1            | \$48,250               | <u>\$50,000</u>               |
| 1                                  | 2            | \$48,300               | <u>\$50,250</u>               |
| 2                                  | 3            | \$48,350               | <u>\$50,500</u>               |
| 3                                  | 4            | \$48,400               | <u>\$50,750</u>               |
| 4                                  | 5            | \$48,450               | <u>\$51,000</u>               |
| 5                                  | 6            | \$48,500               | <u>\$51,250</u>               |
| 6                                  | 7            | \$48,550               | <u>\$51,500</u>               |
| 7                                  | 8            | \$48,700               | <u>\$51,750</u>               |
| 8                                  | 9            | \$48,850               | <u>\$52,000</u>               |
| 9                                  | 10           | \$49,000               | <u>\$52,250</u>               |
| 10                                 | 11           | \$49,150               | <u>\$52,500</u>               |
| 11                                 | 12           | \$50,150               | <u>\$53,000</u>               |
| 12                                 | 13           | \$51,150               | <u>\$53,500</u>               |
| 13                                 | 14           | \$52,150               | <u>\$54,000</u>               |
| 14                                 | 15           | \$53,150               | <u>\$54,500</u>               |
| 15                                 | 16           | \$54,150               | <u>\$55,000</u>               |
| 16                                 | 17           | \$55,150               | <u>\$55,500</u>               |
| 17+                                | 18           | \$56,150               | <u>\$56,250</u>               |

*2022 - 2023 Amendment*



# Article XXVIII: Compensation

## A. Experience

1. Up to 30 years of approved, verified state-certified teaching experience may be accepted for new hires. A Clay teacher returning from a Board approved leave of absence shall be placed on the salary schedule based on the approved experience credited to him/her at the beginning of his/her extended leave of absence. Documentation from each previous employer must show that the employee is eligible for rehire. (Note: Prior to July 1, 2001, the maximum years of teaching experience accepted for new hires was 18 years.) Such experience must be full-time experience and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment, and, effective July 1, 2007, an International Baccalaureate School that has been accredited by the International Baccalaureate Organization (I.B.O.) Effective July 1, 2009, full-time satisfactory teaching experience in a foreign country may be accepted if the school is accredited by any of the six (6) regional accrediting agencies. The teacher must submit the approved Human Resources experience verification form completed in English, or the teacher will pay for a translation by a recognized translation service provider. This experience may include experience in PreK-12 public schools; experience in private or parochial PreK-12 schools with salary adjusted for verified experience beyond four (4) years effective 7-01-97. In addition, up to 18 years may include full-time teaching or counseling experience in colleges or universities, recognized as accredited by the state department of education at the time of employment. Salary will be adjusted for this verified college or university experience beyond four (4) years effective 7-01-99. Excluded is adjunct teaching, teaching or counseling performed while attending the college or university as a student, effective 7-01-98. Beginning with the ratification of the 1992-93 contract, full-time experience as a pre-kindergarten or kindergarten teacher in a school where the primary focus is pre-kindergarten or kindergarten may only be approved when such school is under the jurisdiction of and funded by the state department of education.
2. Effective July 1, 2007, appropriate teaching experience gained in a Florida public school system in the same school year as experience gained as a teacher/administrator in the Clay County School District may be combined in order to be evaluated to earn a year's experience.
3. Full-time experience on the salary schedule may also be approved in accordance with Board policy for occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists, behavior management teachers, counselors, and for vocational trades instructors and for up to four (4) years of approved active military service. Such occupational experience approved for degreed vocational instructors, behavior management teachers, and counselors shall be limited to four (4) years and, for counselors, must have been while contracted under a 310 agreement in a U.S. public school.
4. Effective July 1, 2001, verified administrative experience in a public, private or parochial K-12 school system may be included in the up-to-30 years of approved experience for new hires. Such experience must be full-time and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment. Experience earned as a Clay County administrator may be credited to the teacher for placement on the salary schedule.
5. Effective July 1, 2009, classroom experience that requires student contact as a Clay County support employee may be credited to the teacher for placement on the salary schedule.

6. Also see Article XXIII (Employment Conditions for Eleven and Twelve Month Instructional Employees) regarding experience for School Psychologists.
  7. Any employee hired after the effective date of this Agreement, who has retired under the Florida Retirement System (FRS), will not be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later. Effective July 1, 2011, all other employees who were hired after retiring under the FRS will no longer be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later; these employees will be placed on the salary schedule in accordance with experience earned after the date of retirement under the FRS or DROP exit, whichever is later.
- B. New hires and teachers returning from an approved year leave of absence without pay shall be paid in accordance with the schedule set forth in Appendix IV on the basis of approved teaching experience.
- C. Under no circumstance shall any teacher be assigned a salary which is at a higher level than that which is equivalent to his/her approved experience unless eligibility criteria is met by the teacher under performance pay guidelines as specified in the collective bargaining agreement.
- D. The method of advancement to succeeding levels after the 2001-2002 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to the method of advancement.
- E.
1. For the purpose of awarding experience on the salary schedule, a year of service shall be full time paid and contracted actual service of more than one-half of the 196 or more contracted days in the year service was rendered. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive day during the contract period unless otherwise indicated.
  2. If an Annual Contract Teacher receives a letter of notification of non-reappointment by May 1<sup>st</sup> and is subsequently hired the following school year; said Annual Contract Teacher shall not be considered to have had a break in service.
- F. Receipt of Negotiated Salary Steps and/or other Salary Increase Tied to Teacher Performance:
1. Salary adjustments are defined statutorily and mean an addition to the base salary schedule that is not a bonus and becomes part of the employee's permanent base salary. See Paragraph M. for Performance Pay Plan.
- G. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.
- H. Employees assigned to paid supplement positions shall be paid in accordance with said Appendix and all other provisions of this Agreement.
- I. Teachers shall be paid in 24 equal payments per year.
- J. Terminal Sick Leave:
1. At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay to any teacher upon the teacher's non-disciplinary separation from school district employment or enrollment in DROP, or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall not exceed one hundred twenty (120) days, and shall be established as outlined below.
  2. Employees hired after November 19, 2002 shall be eligible for terminal pay as defined under this policy upon completion of three consecutive years of service in Clay County. For



employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph J. 3(a) through J. 3(e) need not be consecutive.

3. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire. Terminal pay shall be based on the years of service in Clay County. The employee must have been:
  - a. Employed as a teacher for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - b. Employed as a teacher for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% time the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - c. Employed as a teacher for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - d. Employed as a teacher for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
  - e. Employed as a teacher during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.
5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of 100% of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

| Payment | Maximum Percentage of Accumulated Terminal Sick Leave Days                                   |
|---------|--|
| Year 1  | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 2  | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 3  | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 4  | 20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less |
| Year 5  | 100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days   |
| Year 6  | 100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days   |
| Year 7  | 100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days   |
| Year 8  | 100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days   |

- a. The initial payment shall be made on the last payday in April following the employee's DROP effective date, or the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
- b. The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
- c. If an employee elects to participate in DROP for fewer than the ~~sixty-ninety-six~~ **sixty-ninety-six**-month maximum, or, has fewer than the ~~sixty-ninety-six~~ **sixty-ninety-six**-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of 100% of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
- d. DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.

- K. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.5. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.
- L. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional/Behavior Disorders, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).
- M. Performance Pay Plan-Instructional Personnel Salary Schedule/Calculations for Performance Pay  
Under F.S. 1012.22



1. Performance Pay Schedule includes employees holding Annual Contract status, including those who elected to move from the Grandfathered Schedule to the Performance Schedule, thereby relinquishing their PSC or CC contracts.
2. Grandfather Schedule (GF) includes those employees who currently hold a Professional Services Contract or Continuing Contract.
3. A process will be developed to allow teachers on GF Salary Schedule the opportunity for a one time schedule change by September 30th of each year to opt into the Performance Pay Schedule pursuant to F.S. 1012.22(1) (c) 4. Grandfathered teachers who opt into the Performance Pay Schedule forfeit their PSC or CC contracts to come into this schedule.
4. The 2017-2018 Salary Adjustments for Performance Pay will be determined by the following formula:

Per F.S. 1012.22, "The annual salary adjustment under the performance salary schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district. 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."

Once placement is determined, salary adjustments will occur based on performance appraisals. Only teachers receiving a rating of Highly Effective or Effective will be eligible for a salary adjustment.

~~Salary adjustments for performance will be determined by the following formula:~~

| <del>Instructional Personnel, Continuing Contract,<br/>PSC Teachers</del> | <del>Instructional Personnel on Annual Contract<br/>(all personnel on annual contract as of July 1, 2014)</del> |
|---|---|
| <del>Highly Effective = 1.0</del>   | <del>Highly Effective = 1.25</del>  |
| <del>Effective = 1.0</del>  | <del>Effective = 1.0</del>  |
| <del>Needs Improvement or Unsatisfactory = .0</del>                       | <del>Needs Improvement or Unsatisfactory = .0</del>   |

The total number of teachers with a final evaluation rating of Highly Effective or effective will be multiplied by the appropriate weight for a weighted total of teachers. The weighted total number is divided into the annually negotiated sum of the monies available for performance pay to determine the salary adjustment. The adjustment will be a permanent addition to the employee's base salary.

The amount of salary increases will be based on the negotiated funds available each year.

Formula:

Negotiated dollars = (# of PSC/CC) (X) + (#of PPE) (X) + (# of PPHE) (1.25X)

PPE = Performance Pay Effective

PPHE = Performance Pay Highly Effective

1. Teachers who are on Probationary Contract will receive no base performance salary increase.
2. All teachers are encouraged to review F.S. 1012.22 as it is related to the new performance pay required by the Student Success Act enacted July 1, 2011. If there are any changes to any statutes regarding Performance Pay, the parties shall reconvene immediately to negotiate such changes.

3. Any release-time officer of CCEA shall receive an evaluation score not lower than the highest performing instructional employee.

4. History of negotiated adjustments

- 2013-2014: \$446\* (This was the year we converted to a new salary schedule. Teachers were moved over and up a level, resulting in a pay increase prior to the additional \$446.)
- 2014-2015: \$0
- 2015-2016: \$500 to all instructional employees
- 2016-2017: The parties agree to the total amount of the negotiated dollars which includes the employee's contribution of 16.47% for benefits.

TOTAL: 2,064,575.90 to be applied to the agreed upon formula.

- 2017-2018: The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2018-2019: The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2019-2020: The parties agree to a salary increase of \$2,000 for PSC/CC teachers in accordance with the established pay for performance formula.
- 2020-2021: The parties agree to a new minimum base salary of \$44,867. The Entry Salary Schedule is updated in Appendix IV A. All Instructional Personnel shall receive a minimum \$1,200 salary increase.
- 2021-2022: The parties agree to a new minimum base salary of \$47,500. The parties also agree to a one-time bonus for all instructional personnel with a 2020-2021 final evaluation and employed at the time of ratification, guaranteeing a total compensation package of \$3,000. Those employees who are receiving an increase to their minimum base salary to \$47,500 will have the amount of their salary increase deducted from the \$3,000 bonus.
- 2022-2023: The parties agree to increase the minimum base salary to \$48,250.

The parties agree to a salary increase of \$1,000 for PSC/CC teachers in accordance with the established pay for performance formula.

The parties agree to create an Instructional Knowledge Mentor Supplement for veteran non-probationary teachers for their expertise, instructional knowledge and mentoring of new and developing teachers.

- 11 - 12 years of Instructional Knowledge: \$100.00
- 13 - 17 years of Instructional Knowledge: \$550.00
- 18 - 25 years of Instructional Knowledge: \$750.00
- 26 + years of Instructional Knowledge: \$900.00

- 2023-2024: The parties agree to Teacher Growth Allocation increases as follows:

| <u>Years of Experience</u> | <u>Salary Increase</u> |
|----------------------------|------------------------|
| <u>1-2</u>                 | <u>\$230.00</u>        |
| <u>3-5</u>                 | <u>\$380.00</u>        |

| <u>Years of Experience</u> | <u>Salary Increase</u> |
|----------------------------|------------------------|
| <u>16-17</u>               | <u>\$980.00</u>        |
| <u>18-19</u>               | <u>\$1,175.00</u>      |



| <u>Years of Experience</u> | <u>Salary Increase</u> |
|----------------------------|------------------------|
| <u>6-7</u>                 | <u>\$530.00</u>        |
| <u>8-11</u>                | <u>\$680.00</u>        |
| <u>12-15</u>               | <u>\$830.00</u>        |

| <u>Years of Experience</u> | <u>Salary Increase</u> |
|----------------------------|------------------------|
| <u>20-22</u>               | <u>\$1,375.00</u>      |
| <u>23-24</u>               | <u>\$1600.00</u>       |
| <u>25+</u>                 | <u>\$1,850.00</u>      |

- The parties agree to a salary increase of \$500.00 for PSC/CC teachers in accordance with the established pay for performance formula. A salary increase of \$625.00 for Highly Effective Teachers and \$468.75 for Effective Teachers based upon a final 2022-2023 Clay County Evaluation.
- The parties agree to increase the base salary of School Psychologist by \$2,500.00 (196 day contract). Created a new entry salary schedule.
- The parties agree to additional compensation for critical needed classroom teachers as listed in Appendix IV C.

2022 - 2023 Amendment

## Appendix IV A: Entry Salary Schedules 2022-2023 2023-2024

| <b>Instructional - Regular Bachelor's Schedule (196 days)</b> |       |                 |
|---|-------|-----------------|
| Entry Experience  | Level | Salary Schedule |
| 0   | 1     | \$48,250        |
| 1   | 2     | \$48,300        |
| 2   | 3     | \$48,350        |
| 3   | 4     | \$48,400        |
| 4   | 5     | \$48,450        |
| 5   | 6     | \$48,500        |
| 6   | 7     | \$48,550        |
| 7   | 8     | \$48,600        |
| 8   | 9     | \$48,650        |
| 9   | 10    | \$48,700        |
| 10  | 11    | \$48,750        |
| 11  | 12    | \$48,800        |
| 12  | 13    | \$48,850        |
| 13  | 14    | \$48,900        |
| 14  | 15    | \$48,950        |
| 15  | 16    | \$49,000        |
| 16  | 17    | \$49,050        |
| 17  | 18    | \$49,100        |
| 18  | 19    | \$49,500        |
| 19  | 20    | \$50,000        |
| 20  | 21    | \$50,500        |
| 21  | 22    | \$51,000        |
| 22  | 23    | \$51,500        |



|     |    |          |
|-----|----|----------|
| 23  | 24 | \$52,000 |
| 24  | 25 | \$52,500 |
| 25  | 26 | \$53,000 |
| 26  | 27 | \$53,500 |
| 27  | 28 | \$54,000 |
| 28  | 29 | \$54,500 |
| 29+ | 30 | \$55,000 |

### **Instructional Knowledge Mentor (IKM) Supplement**

Mentors are critical supporters in guiding new and developing teachers to enhance their planning, instruction, and content knowledge. Mentors help orient new and developing teachers to the school community and serve as collegial and emotional support.

The following IKM Supplement will be provided to veteran non-probationary teachers for expertise, instructional knowledge and mentoring of new and developing teachers.

|  |       |
|--|-------|
| 11 - 12 years of Instructional Knowledge | \$100 |
| 13 - 17 years of Instructional Knowledge | \$550 |
| 18 - 25 years of Instructional Knowledge | \$750 |
| 26 + years of Instructional Knowledge    | \$900 |

**ENTRY SALARY SCHEDULE  
SCHOOL PSYCHOLOGISTS  
~~2022-2023~~ 2023-2024**

| <b>Bachelor's Level (196 days)</b> |              |                        |                               |
|------------------------------------|--------------|------------------------|-------------------------------|
| <b>Entry Experience</b>            | <b>Level</b> | <b>Salary Schedule</b> | <b><u>Salary Schedule</u></b> |
| 0                                  | 1            | \$48,250               | <u>\$50,000</u>               |
| 1                                  | 2            | \$48,300               | <u>\$50,250</u>               |
| 2                                  | 3            | \$48,350               | <u>\$50,500</u>               |
| 3                                  | 4            | \$48,400               | <u>\$50,750</u>               |
| 4                                  | 5            | \$48,450               | <u>\$51,000</u>               |
| 5                                  | 6            | \$48,500               | <u>\$51,250</u>               |
| 6                                  | 7            | \$48,550               | <u>\$51,500</u>               |
| 7                                  | 8            | \$48,700               | <u>\$51,750</u>               |
| 8                                  | 9            | \$48,850               | <u>\$52,000</u>               |
| 9                                  | 10           | \$49,000               | <u>\$52,250</u>               |
| 10                                 | 11           | \$49,150               | <u>\$52,500</u>               |
| 11                                 | 12           | \$50,150               | <u>\$53,000</u>               |
| 12                                 | 13           | \$51,150               | <u>\$53,500</u>               |
| 13                                 | 14           | \$52,150               | <u>\$54,000</u>               |
| 14                                 | 15           | \$53,150               | <u>\$54,500</u>               |
| 15                                 | 16           | \$54,150               | <u>\$55,000</u>               |
| 16                                 | 17           | \$55,150               | <u>\$55,500</u>               |
| 17+                                | 18           | \$56,150               | <u>\$56,250</u>               |



**ENTRY SALARY SCHEDULE  
OCCUPATIONAL AND PHYSICAL THERAPISTS  
~~2022-2023~~ **2023-2024**  
(Bachelor's Level - 196 days)**

| Entry Experience | Level | Salary Schedule |
|------------------|-------|-----------------|
| 0                | 1     | \$50,000        |
| 1                | 2     | \$55,000        |
| 2                | 3     | \$60,000        |
| 3                | 4     | \$64,000        |
| 4                | 5     | \$68,000        |
| 5                | 6     | \$70,000        |
| 6                | 7     | \$72,000        |
| 7-8              | 8     | \$74,000        |
| 9-10             | 9     | \$76,000        |

OT/PTs hired after ratification in the 2013-2014 school year will be placed on the "new step"/salary schedule based upon the verified experience. OT/PTs with 10+ years of experience shall enter the salary schedule at level 9.

In addition to experience granted as a full-time occupational or physical therapist, experience may also be granted for full time experience as a certified occupational therapist assistant or a licensed physical therapist assistant. Two years of verified work as an assistant shall be equivalent to one year on the OT/PT salary schedule. Increments of less than one year shall not be applied to the schedule.

**ENTRY SALARY SCHEDULE  
ATHLETIC DIRECTORS  
~~2022-2023~~ **2023-2024****

- A. 216 day contracts will be issued in accordance with laws governing teacher contracts. The salary shall be as provided below.
- B. The athletic director may be paid up to three (3) athletic supplements (at 196 day rate) as provided in Appendix V.
- C. Salary Schedule - Bachelor's Degree (Higher Degree Differential - See Appendix IVC)

| Entry Experience | Level | Salary Schedule |
|------------------|-------|-----------------|
| 0                | 1     | \$53,500        |
| 1                | 2     | \$53,600        |
| 2                | 3     | \$53,700        |
| 3                | 4     | \$53,800        |
| 4                | 5     | \$53,900        |
| 5                | 6     | \$54,000        |
| 6                | 7     | \$54,100        |
| 7                | 8     | \$54,200        |
| 8                | 9     | \$54,300        |
| 9                | 10    | \$54,400        |
| 10               | 11    | \$54,500        |
| 11               | 12    | \$54,700        |
| 12               | 13    | \$54,900        |
| 13               | 14    | \$55,100        |
| 14               | 15    | \$55,300        |
| 15               | 16    | \$55,500        |
| 16               | 17    | \$56,000        |
| 17               | 18    | \$56,500        |
| 18               | 19    | \$57,000        |
| 19               | 20    | \$57,500        |



|     |    |          |
|-----|----|----------|
| 20  | 21 | \$58,000 |
| 21  | 22 | \$59,000 |
| 22  | 23 | \$60,000 |
| 23  | 24 | \$61,000 |
| 24  | 25 | \$62,000 |
| 25+ | 26 | \$63,000 |

*2022 - 2023 Amendment*

## Appendix IV C: Salaries – Pay Differentials

Per BOARD PROPOSAL  
NOVEMBER 29, 2023

### A. Summer School Compensation

Classroom teachers working during the summer break shall be paid at the same rate of pay as during the school year preceding the summer term and will remain in effect until the completion of summer school.

### B. Other Compensation

1. In the case of in-service workshops, curriculum development, or other projects approved as part of a grant, entitlement, or intergovernmental agreement, teachers may be paid in accordance with the amount allocated for the project, grant, or agreement.
2. Effective July 1, 2005, the district will pay a one-time lump sum payment of \$400.00 (four hundred dollars) to teachers who have completed the required mandatory in-service training for the reading endorsement and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.
3. Effective July 1, 2007, the district will pay a one-time lump sum payment of \$400.00 (four hundred dollars) to teachers who have completed ESOL endorsement/certification (equivalent to 300 hours of ESOL Inservice) and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.

### C. In-service Workshops

1. When approved by the Superintendent or his/her designee, instructional personnel attending workshops after the normal school day will be paid a stipend of ~~\$12.00~~ **\$15.00** per hour, except as otherwise provided in this contract.
2. Professional Development Advisory Council members who are required to meet beyond the normal school day or beyond the scheduled day, shall receive a supplement equal to that paid for in-service workshops

### D. New Teachers

All new teachers whose employment begins at the start of the school year, including those who will be enrolled in the new teacher orientation program shall be paid at the rate of ~~\$10.00~~ **\$15.00** per hour for their participation in the workshops held prior to the first day for teachers.

### E. Other Programs (Other than 310 Agreements)

Teachers employed in other programs beyond the scheduled day or during the summer shall be paid as follows:

1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.



3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$20.00 per hour. All efforts shall be made by the administration to secure regular substitute teachers in such instances. Certified teachers who volunteer to utilize their planning periods to cover the classes of early intervention/pre-k teachers shall be paid \$20.00 per half hour.
4. Regularly contracted secondary teachers in Clay County may volunteer to teach a six (6) period day. Such teachers shall be paid an additional salary equal to their current hourly rate. Current hourly rate is calculated as contract salary (as defined in Appendix IVA) inclusive of degree differentials and special compensation (Appendix IVC and IVD, G.3.) divided by the number of days of the contract and divided by 7.50 work day hours. This sixth (6<sup>th</sup>) period shall be in lieu of the planning/preparation/conference time referenced in Article VII (C) (1) of this Agreement (which includes the time when there is assignment of professional duties involving the monitoring of students for their safety referenced in Article VIII of this Agreement). The decision of the principal concerning the selection of the teacher to teach a 6-period day shall be final.

F. Special Compensation:

1. Critical Teacher Shortage Areas

Critical teacher shortage areas shall be identified on or before July 1<sup>st</sup> of each school year by the district. Teachers assigned to these areas will receive a supplement of \$100.00 for the school year in which they are serving in this capacity.

2. Employees who fill the following allocated positions shall receive the percent indicated applied to the base salary of \$38,000 rounded to the nearest whole dollar, and prorated to the length of the respective contract length added to the respective normal contracted salary.

|   |               |
|---|---------------|
| Speech Clinician  | 10.00         |
| Speech Clinician with State License<br>*Speech Clinicians who hold a state license in the area of speech pathology must provide the documentation of a valid state license.   | 15.00         |
| Behavior Analyst with Board Certified Behavior Analyst License  | 18.00         |
| <del>Emotional/Behavior Disorders (E/BD), Autistic Spectrum Disorders (ASD), E/BD Self-Contained, IND, Visually Impaired (VI), HI, Deaf Hard of Hearing (DHH), Physically Impaired (PI), Alternate Interim Methods for Success (AIMS), Specially Designed Adaptive P.E., and Adaptive Art</del> | 8.00          |
| <u>Self Contained Intellectually Disabled (IND)</u><br><u>* Plus additional 2.00. pending IDEA Grant Funding</u>  | <u>8.00 *</u> |
| <u>Behavior Site Coach, VE Self-Contained for Emotional/Behavior Disorders (E/BD), Autistic Spectrum Disorders (ASD), Pre K-ASD and Pre K Behavior Communication</u><br><u>* Plus additional 4.00. pending IDEA Grant Funding</u>   | <u>8.00 *</u> |
| Applied Technology for the Handicapped, allocated to work full-time with students classified as E/BD, ASD, IND, VI or PI  | 8.00          |

This additional compensation will be paid in 24 equal installments for in-field certified teachers. Upon completion of 6 hours toward certification requirements, an out-of-field teacher will receive the additional compensation, paid as a supplement, in one payment for that year.

3. Teachers assigned to Title I schools will receive a supplement of \$100.00 for the school year in which they are assigned to the Title I school.

*2022 - 2023 Amendment*