

Proposed Changes to the CCEA/Board Agreement

Effective July 1, 2014-June 30, 2015



The bargaining teams of CCEA and the District tentatively agree to the following revisions to the Collective Bargaining Agreement. Additions to the current contract language are underlined and deletions are ~~crossed-out~~. Comments are also provided for the proposed changes. This agreement is subject to ratification by CCEA's bargaining unit and, subsequently, by a majority vote of the School Board.

Notes to the Tentative Agreement

Comment: These notes are not changes to the Collective Bargaining Agreement but are terms agreed to by both parties. Terms include a step increase or the equivalent for all eligible employees, terms for opting into the Performance Pay salary schedule, bonus for those not eligible for a step increase, and definition of eligibility.

- Eligible EMPLOYEES on the Grandfathered Salary Schedule as of July 1, 2014, shall receive a step increment for the 2014-15 school year retroactive to July 1, 2014.
- Eligible EMPLOYEES on the Performance Salary Schedule as of July 1, 2014, shall receive a salary adjustment for the 2014-15 school year retroactive to July 1, 2014, based on their 2013-14 Final Evaluation Rating as follows:
 - Effective – Three fractional step increments
 - Highly Effective – Four fractional step increments
- Eligible EMPLOYEES on the Performance Salary Schedule as of July 1, 2014, who hold an advanced degree and do not have a step placement on the schedule shall receive a salary adjustment for the 2014-15 school year retroactive to July 1, 2014, based on their 2013-14 Final Evaluation Rating as follows:
 - Effective – Dollar value of three fractional step increments (\$1,320)
 - Highly Effective – Dollar value of four fractional step increments (\$1,760)
- EMPLOYEES on the Grandfathered Salary Schedule as of July 1, 2014, may opt into the Performance Salary Schedule for the 2014-15 school year by submitting a written notice to the Office of Human Resources no later than September 15, 2014, and will be eligible to receive a salary adjustment based on their 2013-14 Final Evaluation Rating as indicated above.
- EMPLOYEES who receive a Final Evaluation Rating of Effective or Highly Effective for the 2013-14 school year and are not eligible to receive a salary adjustment for the 2014-15 school year shall receive a one-time bonus of \$700 for the 2014-15 school year. This bonus shall be paid in the same paycheck as the 2014-15 negotiated salary adjustment paid to other EMPLOYEES.

Notes:

- Only those EMPLOYEES who are current EMPLOYEES as of the date on which the tentative salary agreement receives final School Board approval shall be eligible for the retroactive pay.
- EMPLOYEES who are on a wage stoppage (i.e. in approved unpaid leave status) and/or receiving supplemental benefits from Worker's Compensation will not be eligible for retroactive pay unless they return to paid status during the current contract year.

Proposed Changes to the Collective Bargaining Agreement

Compensation: 12.01

Comment: Creates a Performance Pay salary schedule as per FS 1012.22 and establishes procedures for which teachers on the Grandfather schedule may opt into the Performance Pay schedule. Under current law, teachers who are placed or who opt into the Performance Pay schedule may not return to the Grandfather schedule. If the law changes, the teams will return to the bargaining table. Supplements will be indexed to the base pay of the Performance Pay schedule (\$40,400 instead of the current \$38,198).

12.01 Salary and Supplements: Effective July 1, 201~~4~~¹, each EMPLOYEE ~~with a start date prior to July 1, 2011,~~ shall be compensated in accordance with the yearly differentiated salary schedules shown in Appendix A-~~1~~. Pursuant to F.S. 1012.22, EMPLOYEES who hold an Annual Contract on or after July 1, 2014, shall be compensated in accordance with the Performance Salary Schedule in Appendix A. All newly hired EMPLOYEES with a start date on or after July 1, 2014, shall be initially placed and compensated in accordance with the Performance Salary Schedule in Appendix A. EMPLOYEES on the Grandfathered Salary Schedule holding a continuing contract or professional service contract may opt into the Performance Salary Schedule if s/he relinquishes such contract and agrees to be employed on an annual contract under F.S. 1012.335. EMPLOYEES may opt into the Performance Salary Schedule in the subsequent school year by submitting a written notice to the Office of Human Resources by February 1 each year. Such EMPLOYEES shall be placed on the Performance Salary Schedule and may not return to continuing contract or professional service contract status. EMPLOYEES who opt into the Performance Salary Schedule may not return to the Grandfathered Salary Schedule. Effective July 1, 2011, each EMPLOYEE with a start date on or after July 1, 2011 shall be compensated in accordance with the yearly differentiated salary schedule shown in Appendix A-2. (Note: new hires with a start date between July 1 – September 30, 2011 will be paid at the 2010-11 Bachelor's rate plus the A-2 degree supplements. Effective 7/1/12 all 2011-12 new hires will roll to the A-2 bachelor's schedule). Effective July 1, 200~~6~~²⁰¹⁴, any negotiated increments or salary adjustments~~increments~~ shall be paid subsequent to the date on which EMPLOYEES receive their Final Evaluation Rating. In the event F.S. 1012.22 is repealed or amended, the Parties agree to renew collective bargaining negotiations for this article as soon as practicable. ~~following the ratification of the successor agreement.~~ Supplemental differentiated pay shall be indexed to the ~~dollar amount of \$38,198~~^{40,400} base pay for 0 years of experience on the Performance Salary Schedule and made in accordance with the appropriate schedule (see Appendices B through F) attached to this AGREEMENT and by this reference made a part thereof:

Supplemental Positions	Appendix B
Differentiated Pay for Instructional Leadership*	Appendix C
Differentiated Pay for School Activities *	Appendix D
Differentiated Pay for Middle School Athletics *	Appendix E
Differentiated Pay for High School Coaching	Appendix F
*If applicable	

Agreed with the stipulation that the conversion chart will remain on the Salary Schedule.

Compensation: 12.011

Comment: Creates references to the Performance Pay schedule, eliminates outdated language, and allows for returning teachers to be placed on their previous step or, if teaching experience was earned during the absence, on a step up to step ten – whichever is greater.

12.011 In order to differentiate salary for experience and education, each new EMPLOYEE shall be initially placed on the appropriate experience step of the Performance Salary Schedule in Appendix A based on validated, full-time related ~~experience-step-of-the Salary Schedule. Effective July 1, 2013, each new EMPLOYEE shall be limited to a maximum of nine (9) years of validated, full-time related experience.~~ Effective July 1, 2014, each new EMPLOYEE shall be limited to a maximum of ten (10) years of validated, full-time related experience. In determining the salary of said new EMPLOYEE, a year's experience may be validated by full-time related service, including sick leave for which compensation was received but excluding all other types of leave, for a total of more than one-half of the number of days required for the normal contractual period of service for the position held. This experience must be within the same school year, but may be in more than one school. A summation of fractional parts of two or more years will not be considered in computing experience. In the event the Florida Legislature requires compensation be paid for all years of experience, the parties agree to negotiate the impact on EMPLOYEES denied compensation under this provision.

If a former EMPLOYEE returns to the bargaining unit, said EMPLOYEE shall be placed on the Performance Salary Schedule using the last salary previously earned in the bargaining unit, based on 196 days, or using the Performance Salary Schedule initial placement experience scale (1 – 10), whichever salary is greater.

CCPS administrators who accept a position classified in 1.02 of this AGREEMENT shall be placed on the Performance Salary Schedule. They shall receive credit for all CCPS classroom and CCPS administrative educational experience. Initial base salary on the Performance Salary Schedule will be determined by using the salary from the equivalent step on the Bachelor's column of the Grandfathered Salary Schedule.

~~If a former Collier County School District EMPLOYEE returns to the school district within the bargaining unit, said EMPLOYEE shall be credited with the same salary experience previously earned.~~

~~CCPS administrators who accept positions classified in 1.02 of this AGREEMENT shall be placed on the instructional salary schedule as follows: They shall receive credit for all classroom and administrative educational experience. Salaries will be based upon the teacher salary schedule in effect at the time except when a pre-existing administrative contract is being honored.~~

Any compensation for advanced degrees for EMPLOYEES who are compensated per the Performance Salary Schedule in Appendix A-2 will be designated as supplements and must be in the EMPLOYEE'S area of certification. ~~In the event the Florida Legislature repeals statute relative to this provision in the 2012 session, all affected EMPLOYEES shall be appropriately placed on the salary schedule A-1 for the 2012-13 school year.~~

Each EMPLOYEE's annual salary shall be determined in accordance with the current ~~Instructional Salary Schedules in Appendix A of this Agreement, Appendix A-1 or A-2 of this Agreement,~~ provided the EMPLOYEE's ~~annual, end-of-the-year evaluation~~ Final Evaluation Rating designates his/her teaching performance as is "Highly Effective, ~~or Effective or Developing~~" overall, pursuant to the Florida Statute 1012.34. ~~In the 2011-12 school year, EMPLOYEES whose end-of-the-year evaluation is 'Unsatisfactory' overall will not be eligible for an experience step increase in the subsequent contract year. Commencing with the 2012-13 school year, any EMPLOYEE whose end-of-the-year evaluation is "Unsatisfactory" or "Needs Improvement" overall will not be eligible for an experience step increase in the subsequent contract year.~~

Compensation: 12.02

Comment: Eliminates outdated language.

12.012 Salaries for vocational instructors shall be computed as provided herein. In order to differentiate salary for work experience in the field of assignment, instructors may use work experience in lieu of degree status as required for certification by the Department of Education.

Effective for vocational instructors hired on or after July 1, 2002: The six (6) years of work experience required for initial certification will carry experience credit for differentiated salary. ~~EMPLOYEES with a start date on or after July 1, 2013 shall be limited to a maximum of nine (9) years of work experience for the initial salary step assignment in lieu of teaching experience on a year for year basis.~~ EMPLOYEES with a start date on or after July 1, 2014 shall be limited to a maximum of ten (10) years of work experience for the initial salary ~~step~~ assignment in lieu of teaching experience on a year for year basis.

EMPLOYEES who are assigned to the LWIT, ITECH, or Workforce and whose program requires, as determined at the sole discretion of the Superintendent, a year-round assignment shall be employed for 236 days. At the sole discretion and approval of the Superintendent, an EMPLOYEE whose program requires a year-round assignment may, by exception and based on the needs of the school district as determined by the exclusive judgment of the Superintendent, be employed for 250 days. Instructors whose programs do not require a year-round assignment will be employed for 196 days. Programs will be evaluated on an individual basis.

Compensation: 12.014

Comment: Supplements will be indexed to the base pay of the Performance Pay schedule (\$40,400 instead of the current \$38,198).

12.014 b. EMPLOYEES who teach in Immokalee and/or Everglades City shall receive an annualized index supplement of .02 of the base pay for 0 years of experience on the

Performance Salary Schedule ~~\$38,198-40,400~~, during any year that they teach in Immokalee and/or Everglades City.

Compensation: 12.0110

Comment: Teachers at Title One schools will receive a stipend of \$200 or a prorated amount if they don't work the full year.

12.0110 To conform with F.S. 1012.22, all EMPLOYEES assigned to a Title I eligible school will receive a supplement in the amount of \$200.00 for the school year. If an EMPLOYEE does not work the full school year, the supplement will be prorated based on the number of days worked, including days on approved paid leave. If legislation changes and the requirement to provide this supplement is eliminated, the supplement will no longer be paid.

Compensation: 12.051

Comment: Increases inservice stipend to \$20 per hour (up from \$17).

12.051 EMPLOYEES participating in inservice training shall be compensated at a rate of ~~\$17~~ \$20 per hour of attendance.

Compensation: 12.077

Comment: Increase the number of contractual Benefits Committee meetings.

12.077 CCEA shall be afforded the opportunity to name three (3) representatives to a joint ASSOCIATION/Administration committee which shall meet ~~annually~~ quarterly to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits. The mission of the health care program shall be to achieve the following four goals:

- a. Ensure financial access to clinically efficacious health care services for plan participants
- b. Protect plan participants from extreme financial hardship due to major health care needs
- c. Minimize the total cost of the health plan over the long term
- d. Simplify, wherever possible, the administrative burden of the health plan

Compensation: 12.11

Comment: Increases the stipend for covering split classes and decreases the amount of time needed to qualify for the stipend.

12.11 EMPLOYEES Directed to Substitute for Another EMPLOYEE

Each EMPLOYEE who is directed by his Principal to substitute in an instructional capacity during his/her planning period block in the absence of another EMPLOYEE shall receive a stipend as follows:

Minutes	Stipend
≥ 15 & <41	\$15
≥ 41 & <81	\$20
≥ 81	\$36

When a class is divided among other classes ~~for more than half of the student day~~ because a substitute cannot be procured, then each ~~Teacher~~ EMPLOYEE receiving students shall receive the proportionate amount (proportion determined by the number of teachers) of ~~substitute pay~~ the below stipend as follows:-
~~The proportion will be determined by the number of teachers receiving students from the class.~~

<u>Minutes</u>	<u>Stipend</u>
<u>> 15 & <100</u>	<u>\$40</u>
<u>> 100 & <200</u>	<u>\$80</u>
<u>> 200</u>	<u>\$120</u>

Compensation: 12.13

Comment: Teachers do not have to pay to add Reading, Gifted, and/or Autism endorsements to their certificates.

12.13 When processed by the Office of Human Resources, the BOARD will waive the fee associated with adding a Reading, Gifted, and/or Autism Endorsement to the EMPLOYEE's Florida Teaching Certificate.

APPENDIX A

Comment: Creates a Performance Pay (PP) salary schedule as required by law. Steps on the PP schedule are fractionalized into thirds. Effective teachers receiving one step on the PP schedule would receive three fractions (3/3). Highly Effective teachers on the PP schedule would receive four fractions (4/3). All Annual Contract teachers will be placed on the PP schedule. Teachers on the Grandfather schedule with a masters who are placed on or who opt into the PP schedule will receive their current pay plus any negotiated adjustments (i.e. \$1,320 or the value of a step) in addition to an annual \$2,700 stipend if their degree is in their area of certification.

DIFFERENTIATED INSTRUCTIONAL SALARY SCHEDULES FOR 2014-15

(196 days, 7.5 hr work day, includes a 35 minute paid lunch)

Grandfathered Salary Schedule A-1

(for all EMPLOYEES with a start date prior to July 1, 2011 holding a Continuing or Professional Service Contract who have not opted into the Performance Salary Schedule)

Performance Salary Schedule

A-2

(for all EMPLOYEES holding an Annual Contract on or after 7/1/14 or newly hired EMPLOYEES with a start date on or after 7/1/14 or EMPLOYEES who opt into this schedule)

<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>A-2</u>	<u>Initial Placement with the following years of experience. Years listed below ONLY apply to newly hired EMPLOYEES with a start date on or after 7/1/14 *</u>	<u>Bachelors</u>	<u>Step</u>	<u>Bachelors</u>
A	\$40,400	\$43,100	A	0-4	\$40,400	<u>A1</u>	<u>\$40,400</u>
B	\$41,720	\$44,600	-		-	<u>A2</u>	<u>\$40,840</u>
C	\$43,040	\$46,100	-		-	<u>A3</u>	<u>\$41,280</u>
D	\$44,360	\$47,600	B	5	\$41,720	<u>B1</u>	<u>\$41,720</u>
E	\$45,680	\$49,100	-		-	<u>B2</u>	<u>\$42,160</u>
F	\$47,000	\$50,600	-		-	<u>B3</u>	<u>\$42,600</u>
G	\$48,320	\$52,100	C	6	\$43,040	<u>C1</u>	<u>\$43,040</u>
H	\$49,640	\$53,600	-		-	<u>C2</u>	<u>\$43,480</u>
I	\$50,960	\$55,100	-		-	<u>C3</u>	<u>\$43,920</u>
J	\$52,280	\$56,600	D	7	\$44,360	<u>D1</u>	<u>\$44,360</u>
K	\$53,600	\$58,100	-		-	<u>D2</u>	<u>\$44,800</u>
L	\$54,920	\$59,600	-		-	<u>D3</u>	<u>\$45,240</u>
M	\$56,240	\$61,100	E	8	\$45,680	<u>E1</u>	<u>\$45,680</u>
N	\$57,560	\$62,600	-		-	<u>E2</u>	<u>\$46,120</u>
O	\$58,880	\$64,100	-		-	<u>E3</u>	<u>\$46,560</u>
P	\$60,200	\$65,600	F	9	\$47,000	<u>F1</u>	<u>\$47,000</u>
Q	\$61,520	\$67,100	-		-	<u>F2</u>	<u>\$47,440</u>
R	\$62,840	\$68,600	-		-	<u>F3</u>	<u>\$47,880</u>
S	\$64,160	\$70,100	G	10	\$48,320	<u>G1</u>	<u>\$48,320</u>

T	\$65,480	\$71,600	-	-	G2	<u>\$48,760</u>
U	\$66,800	\$73,100	-	-	G3	<u>\$49,200</u>
			H	\$49,640	H1	<u>\$49,640</u>
			-	-	H2	<u>\$50,080</u>
			-	-	H3	<u>\$50,520</u>
			I	\$50,960	I1	<u>\$50,960</u>
			-	-	I2	<u>\$51,400</u>
			-	-	I3	<u>\$51,840</u>
			J	\$52,280	J1	<u>\$52,280</u>
			-	-	J2	<u>\$52,720</u>
			-	-	J3	<u>\$53,160</u>
			K	\$53,600	K1	<u>\$53,600</u>
			-	-	K2	<u>\$54,040</u>
			-	-	K3	<u>\$54,480</u>
			L	\$54,920	L1	<u>\$54,920</u>
			-	-	L2	<u>\$55,360</u>
			-	-	L3	<u>\$55,800</u>
			M	\$56,240	M1	<u>\$56,240</u>
			-	-	M2	<u>\$56,680</u>
			-	-	M3	<u>\$57,120</u>
			N	\$57,560	N1	<u>\$57,560</u>
			-	-	N2	<u>\$58,000</u>
			-	-	N3	<u>\$58,440</u>
			O	\$58,880	O1	<u>\$58,880</u>
			-	-	O2	<u>\$59,320</u>
			-	-	O3	<u>\$59,760</u>
			P	\$60,200	P1	<u>\$60,200</u>

			-	-	P2	\$60,640
			-	-	P3	\$61,080
			Q	\$61,520	Q1	\$61,520
			-	-	Q2	\$61,960
			-	-	Q3	\$62,400
			R	\$62,840	R1	\$62,840
			-	-	R2	\$63,280
			-	-	R3	\$63,720
			S	\$64,160	S1	\$64,160
			-	-	S2	\$64,600
			-	-	S3	\$65,040
			T	\$65,480	T1	\$65,480
			-	-	T2	\$65,920
			-	-	T3	\$66,360
			U	\$66,800	U1	\$66,800
			-	-	U2	\$67,240
			-	-	U3	\$67,680
					V1	\$68,120
					V2	\$68,560
					V3	\$69,000

Differentiated pay for Advanced Degrees for ~~A-~~ Grandfathered Salary Schedule (add to Master's):

\$1,500 Specialist in Education or the equivalent degree or unconditional admission to Doctoral Candidacy (ABD) from an accredited college or university

\$2,000 Specialist in Education or the equivalent degree or unconditional admission to Doctoral Candidacy (ABD) from an accredited college or university if in the area of assignment

*Per F.S. 1012.22, the base salary for EMPLOYEES who hold an Annual Contract on or after 7/1/14 or those employees who move off the Grandfathered Salary Schedule by opting into the Performance Salary Schedule shall be the salary paid in the prior year, including adjustments only. EMPLOYEES who have an advanced degree and were hired prior to 7/1/2011, shall not be assigned a step when placed on the above Performance Salary Schedule, but shall receive the base salary paid in the prior year, including adjustments only.

\$2,000 Certificate of Clinical Competence in Speech-Language Pathology (CCC)

\$2,500 Doctoral degree from an accredited college or university.

\$3,000 Doctoral degree from an accredited college or university if in the area of assignment

Degree Supplements for Performance Salary
Schedule A-2

(applies only to degrees in area(s) of certification)

Masters: \$2,700

Specialist: \$4,000

CCC: \$2,000

Doctorate: \$5,000

Differentiated pay for the additional responsibility and difficulties of teaching an extra course in lieu of a planning block/period:

High School EMPLOYEES shall receive an additional 16% instructional supplement if regularly scheduled to teach each block within the 4 X 4 block schedule. Middle and high school EMPLOYEES on a six (6) or seven (7) period and who are regularly scheduled to teach during their planning period shall be paid a 10% instructional supplement.

Differentiated pay for lead teacher responsibilities in Alternative Schools:

Alternative School Lead Teacher at specific sites as recommended by the principal shall receive an addition 10% instructional supplement. Duties and responsibilities will vary depending on the progress and will be determined by the principal.

Computation of Salaries:

Salaries are computed on the basis of 196 working days except for an EMPLOYEE's initial contract. All instructional positions which are more or fewer than 196 days will be computed at the daily rate of 1/196 of the instructional salary. An EMPLOYEE's initial contract will be computed on the basis of 198 days pursuant to Article 4.11.

APPENDICES C, D, F

Comment: Supplements will be indexed to the base pay of the Performance Pay schedule (\$40,400 instead of the current \$38,198).

Appendix C: *Supplements are computed by applying the above index to the base pay for 0 years of experience on the Performance Salary Schedule ~~dollar amount of \$38,198~~ 40,400.

Appendix D: *Supplements are computed by applying the above index to the base pay for 0 years of experience on the Performance Salary Schedule ~~dollar amount of \$38,198~~ 40,400.

Appendix F: 1. Supplements are computed by applying the above index to the base pay for 0 years of experience on the Performance Salary Schedule ~~dollar amount of \$38,198~~40,400.

MEMORANDUMS OF AGREEMENT

CCEA entered into a number of Memorandums of Agreement (MOA) with the District since the conclusion of bargaining last year. MOAs are signed when a change in working conditions needs to occur either by mutual desire to improve or as required by law. Similar to Tentative Agreements, all MOAs must be ratified by the members of the bargaining unit. MOA's signed during the 2013/14 school year will be voted on in two groups: CTEM and "School Improvement." "School Improvement" includes changes required by law and one voluntary School Improvement Grant at PSE.

MOAs should be reviewed separately before you vote. The summaries are listed below and the MOAs are attached to this document. If you wish to vote against any MOA, vote "NO" for the group. If the group is not ratified (i.e. more "NO" than "YES"), the group will be separated by each MOA and resubmitted for your vote.

GROUP 1: CTEM

1. **Category 3 and Limited Observations** (signed 3/19/14): This reduced the level of proficiency for Category III teachers to 75% instead of the previous 85%. It also prohibits any observations on select days (i.e. first 5 student days, days before Thanksgiving, Winter & Spring breaks, on Halloween, or while teacher is administering a state assessment).
2. **2013-14 Student Growth Reference Chart** (signed 5/28/14): This establishes assessments used for teacher groups for the 2013-14 school year only and establishes a minimum score of "5" for the Student Growth Portion of the evaluation.
3. **TSA Positions** (signed 6/3/14): This created a number of one year only positions for teachers to help implement the new state required student assessments. These teachers will be returned to their schools the following year.

GROUP 2: SCHOOL IMPROVEMENT:

1. **Extended Day** (signed 7/23/14): This fulfills the statutory requirements for the seven schools that scored among the bottom 300 elementary school on the FCAT Reading Assessment.
2. **Turnaround Schools** (signed 7/23/14): This is a continuation of bonuses and incentives for teachers in schools identified as "Turnaround Schools" under Differentiated Accountability.
3. **School Improvement Grant – PSE** (signed 7/3 & 23/14): This voluntary grant was initially signed on 7/3/14 and then adjusted on 7/23/14 to account for the Extended Day requirements.