# 2017-2018
# RATIFICATION INFORMATION
# PLEASE POST IMMEDIATELY

# SCHOOL DISTRICT OF
# CLAY COUNTY

## 2018-2020

# MASTER CONTRACT

# WITH

# CLAY COUNTY EDUCATION ASSOCIATION

# 2017-2018 RATIFICATION INFORMATION

## 2018-2020 CCEA MASTER CONTRACT

| Article | | Language Changes |
|---|---|---|
| Preamble | | Original Language |
| Article I | Recognition | Original Language |
| Article II | Negotiation Procedures | Original Language. |
| Article III | Grievance Procedure | Original Language |
| Article IV | Association and Teacher Rights | Clarifies language related to association bulletin board and the ability to make an announcement at faculty meetings; procedures for joining the association; and the opportunity to speak at new teacher orientations conducted by the Professional Development Department. |
| Article V | Management Rights and Responsibilities | Original Language |
| Article VI | Professional Day | Provides for 24 hour notice for any parent or non-district personnel requesting to observe a class. |
| Article VII | Planning/Preparation and | Teacher planning time during the student day shall be teacher-directed for the purpose of instructional planning. Teachers planning time during the instructional day will be given high priority. Conferences during this time will be held to a minimum.<br><br>Planning time is guaranteed to be at least 30 minutes at elementary schools and will be 40 minutes if the school's resource time is 40 minutes. Planning time will be consecutive.<br>Inclusion teachers with 15 or more contact students (responsible to complete their IEP etc.) will receive one additional planning day to complete requirements. |
| Article VIII | Professional Duties | Original Language |
| Article IX | Teacher Facilities, Equipment and | Hardcopy and/or digital copy of teacher edition will be provided if both are available.<br><br>Classroom keys shall be provided on the first teacher work day. Every effort will be made to maintain a comfortable climate in all buildings. |

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| Article X | Teacher's Authority and Protection | Original Language |
| Article XI | General Employment Practices | Information gathered from security cameras installed in common areas such as gyms, weight rooms etc. may not be used for evaluation purposes.<br><br>Per state statute removed language related to automatic renewal of contracts after 4 years of highly effective evaluations. |
| Article XII | Posting Vacancies and Voluntary Transfers | Annual contract teachers can apply in Phase I of hiring. Transfers occurring two weeks prior to the first day of students requires approval of both principals. |
| Article XIII | Reduction in Force, Recall Procedures and Involuntary Transfers | Outline procedure for reduction in force in accordance with statute. |
| Article XIV | Professional Qualifications and Assignments | Every effort will be made to give teachers their teaching schedules by the start of Phase I hiring but no later than July 1st. |
| Article XV | Job Sharing | Change date of application to March 15 and teacher notification to April 15. |
| Article XVI | Leaves | Three days of bereavement leave has been granted. The Superintendent may intervene on behalf of employees with extenuating circumstances related to sharing of sick leave. |
| Article XVII | Class Size | Original Language |
| Article XVIII | Evaluation | Original Language |
| Article XIX | Teacher Discipline | Original Language |
| Article XX | Inservice | Clarified Inservice Language. Teachers required to complete the Tipp-Program shall be granted 2 TDE days. |
| Article XXI | School Calendar | Original Language |
| Article XXII | Insurance | Original Language |
| Article XXIII | Sick Leave Bank | Extends the timeline to join from 30 days to 40 days.<br><br>To be eligible employees must exhaust all leave including annual leave.<br><br>Clarifies procedure for joining the sick leave bank. |
| Article XXIV | Employment Conditions For 11 and 12 Month Employees | Original Language |

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| Article XXV | Clay Virtual Academy | CVA teachers must complete training prior to teaching first virtual course.<br><br>Outlined class cap numbers and initial enrollment and registrations will not be the responsibility of the classroom teacher.<br><br>Outlined meeting responsibilities and student/parent contact.<br><br>CVA instructors will be expected to assist in the review of evaluation of curriculum. Participation in the development of curriculum shall be optional. |
| Article XXVI | Contract Monitoring | Original Language |
| Article XXVII | Contract Committees | Original Language |
| Article XXVIII | Compensation | Deleted outdated language.<br><br>Performance Pay will be based on the teacher's final evaluation. A teacher must receive a highly effective or effective evaluation to receive performance pay. The total number of teachers with highly effective or effective ratings will be applied to the performance pay formula. Annual Contract Highly Effective ($1,007). PSC/CC Effective and Highly Effective ($1,000). Annual Contract Effective ($752).<br><br>**This agreement is for two years. (The 2017-18 and the 2018-19 school years)** |
| Article XXIX | Procedure for Opening/Closing Schools | Clarified language related to the opening and closing of schools. |
| Article XXX | Terms of Agreement | 3 year agreement through June 20, 2020. |
| **APPENDICES** | | |
| Appendix I | Payroll Deduction Form | Provided by CCEA |
| Appendix II | Official Grievance Form | Original Language |
| Appendix IIIA | Application to Transfer | Original Language |
| Appendix IIIB | Application for Short Term Military Leave | Original Language |
| Appendix IVA | Salary Schedules (Entry Salary | Original Language |

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| | Schedule 2014-15, School Psychologists, Occupational and Physical Therapists, ROTC Instructors, and Athletic Directors) | Occupational & Physical Therapists with 10+ years experience shall start on level 16. |
| Appendix IVB | Salaries – Degree Differentials | Original Language |
| Appendix IVC | Salaries – Pay Differentials | Original Language<br>Removed Adult and Community Education Language |
| Appendix IVD | Salaries – ROTC Instructors | Original Language |
| Appendix V | Salaries – Academic and Athletic Differentiated Pay Schedule (Supplements) | Original Language with title change of Title I Supplemental Ed. Service to Title I Lead Teacher/ Department Head |
| Appendix VI | Mentoring Bonus Guidelines<br>Mentoring Proposal Form<br>Mentoring Log Form | Original Language |
| Appendix VII | Procedures for Opening/Closing a School | Moved to Article XXIX |
| Appendix VIII | Reduction in Force: Affected Subject Areas | Original Language |
| Appendix IX | CAS Manual | Original Language |
| Appendix X | Sick Leave Bank Forms | Original Language |
| Appendix XI | MOU's | New Instructional Personnel – 3 Year Experienced Hold<br><br>Extended Instructional Time at Charles E. Bennett Elementary School<br><br>Evaluation System for the 2017-2018 School Year |
| Signature Sheet | | Bargaining team members' signatures on December 13, 2017 indicating final, tentative agreement and recommendation for ratification by the School Board and CCEA. |

**Please review language posted at your work site. Both CCEA and the District's team recommend ratification of these amendments.**

**Board Proposal**
**Original Language**
**June 12, 2017**

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## ARTICLE I
## RECOGNITION

A. The Association recognizes the Board as the duly elected representative of the public and agrees to negotiate only with the Board, through its chief executive officer or his/her designee.
B. The Board hereby recognizes the Association as the exclusive bargaining representative for the following unit of employees in the certification instrument (Case No. 8H-RA-754-1011: Certification No. 32) as amended Case No. MS-78-010 issued by the Florida Public Relations Commission on the 17th day of April, 1975 and amended on the 11th day of February, 2015.
C. The term "employee" or "teacher" when used hereinafter shall refer to all professional members of the instructional staff employed by the School District of Clay County represented by the Association in the bargaining unit.

*2015-2017 Master Contract*

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## ARTICLE II
## NEGOTIATION PROCEDURES

A. The parties agree to a bargaining, process within the authority of Chapter 447 of the Florida Statutes ~~Statues~~. The contract will be in effect for a three year period and will be opened for "full-book" bargaining prior to its expiration in the third year. All compensation and benefit matters shall be automatically reopened for negotiation each year. In addition, each party will have the right to open two additional articles of their choice for negotiation each year. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association.

B. When deemed necessary by the parties, release time will be provided for the negotiating committee of the Association to meet during regular school hours for the purpose of reaching an agreement as rapidly as possible. Otherwise, all such negotiations shall be conducted after regular school hours.

C. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the bargaining unit, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals, make concessions, and reach tentative agreement in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party; there will be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.

D. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.

E Any cost incurred through the cost of a mediator and/or Special Master will be shared equally by the Board and Association.

F. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall become null and void, and shall in no way affect the validity of any other provisions of this Agreement. Furthermore the parties shall either immediately meet to reopen negotiations on that provision/application or mutually agree, in writing, to deal with the matter in subsequent negotiations.

G. The parties agree all employees of the Board shall implement and carry out the provisions of this collective bargaining agreement. The agreements in the Contract shall supersede any rules, regulations, or practices of the Board which are contrary to or inconsistent with the terms recorded herein.

H. There shall be two official signed copies of the final ratified Contract, one to be retained by each of the parties. Each school website will contain an operable link to the current contract. The School Board/District website will contain an operable link to the current contract. Each worksite will receive five (5) hard copies provided to each worksite for the following placement: one copy to the School/Site CCEA Representative; one copy in the teachers' lounge or workroom; and a copy for each administrator on campus. The Association will receive twenty-five (25) hard copies of the Master Contract. Such contract distribution shall be completed within six weeks of ratification.

I. Forms required for the implementation of any part of this contract shall be comprehensive in design and shall meet MIS standards.

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**Board Proposal**
**Original Language**
**June 12, 2017**

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## ARTICLE III
## GRIEVANCE PROCEDURE

A. Definitions
   1. Teacher - The term "teacher" as used in this Article shall mean teacher, group of teachers, employee, or group of employees recognized in the bargaining unit as defined in Article I.
   2. Work Days - The term "days" as used herein shall mean teacher work days as set forth in the official school calendar as adopted by the Board.
   3. Grievance
      a. Any claim by a teacher or group of teachers that there has been a violation, misinterpretation, or misapplication of the Agreement to which aggrieved teacher(s) is a party, may be processed as a grievance as hereinafter provided.
      b. Any claim by a teacher, or group of teachers that there has been a violation, misinterpretation, or misapplication of any rule, order, or regulation of the Board which affects only the wages, hours, and terms and conditions of employment of the teacher(s) to which the aggrieved teacher(s) is a party, may also be processed as a grievance as hereinafter provided.
      c. Board regulations, rules, or orders not meeting the above criteria will not be grievable.
      d. If such a claim would affect a department(s) within a school, then such claim shall be filed as a "class" grievance.
   4. Superintendent - The "Superintendent" as used in the Agreement shall mean "superintendent or designee."

B. Whenever a teacher, class as herein defined, or the Association feel that there is a grievance, the immediate supervisor having authority to correct the alleged violation shall be conferred with on an informal basis no later than ten (10) working days from the occurrence of the event or events giving rise to the grievance in an effort to arrive at a mutually satisfactory solution to the grievance. In the case of an aggrieved employee whose employment has been terminated through resignation, dismissal or non-renewal, such informal conference must take place within the time period specified herein but no later than five (5) work days from the date of termination. When a solution is not mutually determined, the more formal procedure may be initiated in order to resolve the grievance. Grievances shall be conducted in private to the extent permitted by law. The aggrieved teacher shall have the right to request the presence of the Association representative at any step properly initiated in the process by the aggrieved. Nothing in this agreement shall be construed to prevent any teacher from presenting at any properly initiated step his/her grievances in person or by legal counsel.

C. Class Grievance
   1. If the particular grievance is a "class" grievance affecting teachers in one school site, a grievance committee made up of the aggrieved teachers with an Association representative and the school administration shall be formed to discuss the problem informally. If this does not result in a satisfactory resolution, the formal grievance procedure shall be initiated at Level I with all aggrieved teachers in the class signing the grievance. The same time limitations and other requirements as set forth for the institution of grievances at Level I shall apply.
   2. If the particular grievance is a "class" grievance affecting teachers in more than one site, the grievance shall be processed directly to Level II and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level I. Such grievance must be presented no longer than ten (10) work days following the informal hearing.

D. Written grievances as required herein shall contain the following:
   1. Shall be signed by the grievant or grievants;
   2. Shall be specific and related to the alleged violation;

3. Shall contain a synopsis of the facts giving rise to the alleged violation;
4. Shall cite the section or subsections alleged to have been violated;
5. Shall contain the date of the alleged violation;
6. Shall specify the relief requested;

Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form.

E. All documents, communications and records dealing with the processing of a grievance will be considered confidential to the extent permitted by law, and will be filed separately from the personnel files of the aggrieved teacher.

Level I

The teacher shall submit in writing to the principal or immediate supervisor a copy of the grievance presented on the form set forth in Appendix II. Such grievance must be presented within a reasonable time, but in no event longer than ten (10) work days following the informal hearing. The principal or immediate supervisor shall have five (5) work days upon receipt of the grievance to meet with the teacher in an effort to resolve the grievance. The principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) work days after said meeting, and shall furnish copies thereof to the teacher, to the Association and Superintendent.

Level II

If the grievance is not resolved at Level I, the aggrieved teacher may file an appeal to the Superintendent or his/her designee within ten (10) work days after he/she has received the disposition of Level I. The written appeal shall be attached to the grievance form. After receipt of appeal, the Superintendent or his/her designee shall meet and confer with the aggrieved teacher with a view to arriving at a mutually satisfactory resolution of the grievance. At the conference(s), the teacher, his/her representative, and the representative of the Association, if different from the teacher's representative, must be present. Absence of the Association representative will not prevent the conference(s) from being held if the Association has been given forty-eight hours prior notice. Notice of the conference shall be given also to the principal or immediate supervisor who rendered the decision at Level I. The principal or immediate supervisor may be present at the conference(s) to state his/her views. Within fifteen (15) work days after receipt of appeal, the following shall occur:

1. A conference shall be scheduled and held.
2. The Superintendent or his/her designee shall communicate his/her decision in writing together with the supporting reasons to the aggrieved teacher and the Association. The principal or immediate supervisor who rendered the decision at Level I shall also receive a copy of the decision at the same time. Nothing herein shall prevent the grievant from petitioning the School Board for a hearing at a special session or for the Board to initiate a hearing on the grievance.

Level III

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period provided, the Association may file within ten (10) work days, a written notice with the Superintendent or his/her designee that arbitration before an impartial arbitrator is being requested. A request by the Association shall be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within five (5) work days after this notice has been filed with the Superintendent. The rules of the AAA or FMCS will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any ground or any evidence not previously disclosed to the other party unless mutually agreed upon. Both parties agree that the award of the arbitrator shall be final and binding.

F. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.
2. The affected supervisor shall be warned when a discussion with a teacher is being considered by the employee to be the informal step of this process.
3. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
4. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.
5. The losing party shall pay all fees and expenses of the arbitration step in this procedure.
6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
7. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.
8. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.
9. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
10. a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination prior to the arbitration hearing and such modification results in an immediate request by the charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.
    b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his/her jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement; and shall not add to, subtract from, modify, or alter the terms of this Agreement or School Board Policy.
11. Any grievance initiated through the procedure outlined herein may not be filed a second time.
12. Reasonable accommodation will be made for handicapped School Board employees involved in the grievance process.

CCEA Proposal #3

10/24/2017

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## ARTICLE IV
## ASSOCIATION AND TEACHER RIGHTS

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, shall be permitted to transact official Association business with teachers on school property 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 ~~Association Faculty~~ Representative shall be given an opportunity at the end of each school faculty meeting to make announcements of time, place, and topics of future meetings to all faculty.

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 ~~Deputy~~ Superintendent ~~or the Assistant Superintendent for Human Resources~~ 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. Members of the bargaining unit may join the Association by completing and submitting the Payroll Deduction Form (Appendix D). The Payroll Deduction Form will be submitted to the Association. ~~Any teacher who is a member of the Association or who has applied for membership may sign and deliver date. Such list and authorizations shall stipulate the name, social security number, date and amount to be deducted each pay date for the balance of pay periods in the school year.~~ 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 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 ~~effected~~ affected pay date. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the ~~effected~~ 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.

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 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 fifteen (15) 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 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 will advance on the salary schedule annually 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 employee shall have been designated as an "intern trainee" by the 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 which the member's school participates. This provision shall not apply to state athletic playoff events. At all such events, the member shall provide identification substantiating the member's employment at the affected school.

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.

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**Board Proposal**
**Original Language**
**June 12, 2017**

6/12/17 10:53 AM

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## ARTICLE V
## MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

A. The Board expressly reserves without limitation all statutory rights, powers and authority conferred upon it and vested in it, including but not limited to inherent and common law management rights, those rights conferred in the Constitution of the State of Florida, Florida Statues, regulations of the State Board of Education and by federal laws and regulations.

B. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

C. Fees for Dues Deduction
The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first $100 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional $.40 per affected teacher. This fee shall be effective the 1981-82 school year. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.

*2015-2017 Master Contract*

TA RJ T/A 10-24-17

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Board Counter Proposal
October 24, 2017

## ARTICLE VI
## PROFESSIONAL DAY

A. Effective at the beginning of the 2015-2016 school year, teachers will be allowed a duty free lunch period of not less than thirty (30) minutes or for a period of time no less than the regular time scheduled in each school as lunch period for students, whichever is greater. This lunch time will not include the time necessary for teachers to accompany their classes to the cafeteria if so required.

B. 1. Schedule

The teachers' standard scheduled day will be seven (7) hours and thirty (30) minutes per day and the five (5) day standard scheduled week will be thirty-seven (37) hours and thirty (30) minutes. On planning days, the teachers' standard scheduled day will be eight (8) hours including one hour of duty-free lunch. The School Board will establish opening and closing times of its schools for both the administration and students which will become the primary schedule. Teachers will initial their daily attendance but not be required to note arrival and departure time. Teachers will be required to document absence for work appropriately.

2. Scheduled Day

~~The~~ An exception to the normally scheduled day for a teachers will be determined in advance through mutual agreement between the teacher and the principal. The total scheduled hours shall not be more nor less than the hours specified in VI.B.1. above or as specified in section VI B.3. below.

3. Scheduled Week

a. A flexible scheduled week for a school faculty may be established in advance but only through mutual agreement between the principal and faculty.

b. Through mutual agreement, the principal may establish a flexible scheduled week for an individual teacher when such schedule is established within the parameters set forth in section B.

c. A flexible scheduled week may include days with hours which vary from the standard scheduled day in VI.B.1. above but shall not be more nor less than the hours in a standard scheduled week established in VI.B.1. above.

d. The flexible scheduled week for a faculty or for an individual teacher may occur within any consecutive five-day work period.

e. The scheduled week for a school faculty shall be submitted to the Superintendent of Schools in writing before such schedule may be implemented.

4. Restrictions

a. The scheduled day and week for a faculty or for an individual teacher may not interfere with the student contact time, the fairness or consistency of the extra supervisory duties, and must ensure that all professional obligations such as meetings and parent/student conferences are met.

b. Teachers who are provided a supplemental salary for an extracurricular activity beyond the student day must conduct such activity after the scheduled day.

c. With advance notice, the principal may require the rescheduling of a teacher's day or week to the primary schedule for faculty or similar meetings.

d. Any School Improvement Plan that impacts planning periods during the student contact day must compensate the affected teacher who volunteers with money (~~$10~~/ 15 hr.) or time.

C. Full faculty meetings in each school will be scheduled bi-monthly provided that such meetings shall be canceled if nothing constructive is to be offered. Such meetings should be as brief and well-planned as possible. Faculty meetings will be scheduled at least one day in advance. Special faculty

meetings may be called in an emergency. Faculty meetings will conclude within the seven (7) hour and thirty (30) minute scheduled day.

D. Observations of a class by persons other than school administrative/supervisory personnel shall be arranged with the school principal. The principal will consult with the teacher involved and ~~notify~~ give him/her 24 hours notice of ~~the reason and the time of the observation~~ any parent or nondistrict personnel requesting to observe a class before granting such permission. This section shall not apply in the case of teacher evaluation.

E. Whenever possible, classrooms in which classes are being held shall be free of unnecessary interruptions by intercommunication systems, maintenance, custodian or construction workers or other disturbances.

F. When possible, teachers will be given advance notice equal to five (5) workdays of classroom cancellations due to changes in activity schedules and assemblies.

G. As may be required by the Clay County Teacher Induction Program, and when deemed necessary by the Support Staff and approved by the principal, the Peer Teacher shall be provided time during the student contact day to perform observations and other duties related to the Teacher Induction Program which cannot be performed at any other time. Every effort shall be made to select the peer teacher on a voluntary basis.

H. Grades from all secondary teachers will be due no earlier than 10:00 a.m. the morning following the end of the nine weeks planning day or the end of the semester planning day. Grades for the fourth nine weeks will be due at the end of the day on the day before the post planning day. Final senior grades may be due in advance of other final grades to verify graduation eligibility.

I. Grades from all elementary teachers shall be completed by the morning following the end of the nine weeks planning day with the exception of the final nine weeks. The final grades may be due two days before the end of school so that report cards can be sent home on the last day of school for students.

J. Grades for interim reports will be due one (1) day prior to the day interim reports are sent to parents.

K. Planning days which occur at the end of the first three (3) grading periods do not require the teacher to report to campus.

J/A 10-24-17 KV

R3

Board Counter Proposal
October 24, 2017

## ARTICLE VII
## PLANNING/PREPARATION AND CONFERENCE TIME

A. For the purposes of this article, planning ~~preparation and conference~~ time refers to the time available to teachers ~~before and after school as well as~~ during the student day ~~for the assurance of quality instruction~~ 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 a planning~~/preparation/conference~~ time each day equivalent to one (1) class period 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 ~~the~~ 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~~/ preparation/conference~~ time may be assigned outside student contact time but during the work day.

   3. Elementary teachers shall have a planning~~/preparation/conference~~ time each day equivalent to no less than thirty (30) consecutive minutes during student contact hours. However, if a school's resource time is 40 minutes, teachers will be guaranteed forty (40) consecutive minutes of 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~~/preparation/conference~~ time and duty will be scheduled at only one of the ~~itinerant~~ teacher's assigned schools. Any regularly scheduled deviation from the thirty (30) consecutive minutes per day of planning~~/preparation/conference~~ 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.

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 with fifteen or more contact students will be provided one additional planning day for the purpose of completing their requirements at their worksite on a mutually agreed upon day.

**Board Proposal**
**Original Language**
**June 12, 2017**

2am 6/12/17 10:58 Am
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6-12-17

## ARTICLE VIII
## PROFESSIONAL DUTIES

A. The Association recognizes that the teacher has a responsibility to aid in the fostering of a safe environment for students and employees. Therefore, professional duties involving the monitoring of students for their safety will be assigned during student contact time, before school, or after the scheduled student day as determined by the master scheduling needs of the school. Such duties shall be equitably assigned within each school site.

B. The duty roster shall be collaboratively developed among teachers, building representative(s) and administration.

C. A copy of the duty roster, signed by the building representative and principal, will be emailed from each school to the Association Office for review by the Association no later than the last day of pre-planning.

D. Teachers shall attend up to two (2) functions during the year when advance notice has been given by the principal or supervisor. Attendance at additional non-paid functions shall be voluntary.

*2015-2017 Master Contract*

T/A 10-24-17 RJ

**Board Proposal**
**Counter Proposal**
**October 24, 2017**

## ARTICLE IX
## TEACHER FACILITIES, EQUIPMENT & MATERIALS

A. A space in the media center will be designated to shelve teacher professional materials. Teacher input will be sought annually to update these materials.

B. The Board agrees to have supplies, texts, and teacher editions (hardcopy and/or digital) available on the first day of school or as soon thereafter as possible. ~~Classroom keys shall be provided on the first teacher work day prior to the start of the new school year.~~

C. The Board agrees to ensure, that computers, duplicating, and copying equipment are available to aid teachers in the preparation of instructional materials.

D. The Board agrees to provide every teacher a chalkboard or dry erase board, a desk, a lockable storage space and teacher editions of all texts used in each course he/she is teaching.

E. The Board will provide in each school, restroom and lavatory facilities exclusively for the use of staff, and, at least one room, appropriately furnished shall be reserved as a faculty lounge/workplace. Keys for bathroom access shall be made available to teachers upon request.

F. Parking facilities shall be provided for faculty use at each school.

G. Classroom keys shall be provided on the first teacher work day prior to the start of the new school year. When school is not in session, teachers may be given access to the school by arranging such access with the principal, providing such access relates to the performance of teaching duties or school activities.

H. Telephone facilities, toll free to the School Board, will be made available to the teachers, as long as official school business is not obstructed.

I. Custodial services shall be provided by the Board.

J. An adult desk chair, a telephone, internet access and a teacher computer work station, including a printer, shall be provided for each teacher.

K. "Floating" teachers will be provided a desk and locked storage space and access to a computer workstation and telephone. Every effort will be made to schedule "floating" teachers so as to minimize the distances they must traverse.

L. The Board will provide the Association with a copy of the Annual and Long-Range (Five-Year) Capital Projects Plan.

M. Every effort will be made by the Board to maintain a comfortable climate in all buildings for the length of teacher working hours, including scheduled after-school activities.

T/A. 10 6-12-17

**Board Proposal**
**Original Language**
**June 12, 2017**

R3

6/12/17
11:10 AM

## ARTICLE X
## TEACHER'S AUTHORITY AND PROTECTION

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 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 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 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 may consult with the teacher prior to taking disciplinary action.

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.

Board Counter Proposal
October 24, 2017

## ARTICLE XI
## GENERAL EMPLOYMENT PRACTICES

A. Discrimination on the basis of age, gender, handicaps, race, color, religion, national origin, sexual orientation, or marital status is prohibited in the employment of personnel. Teachers will be treated fairly and equitably.

B. Any teacher employed will be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate. When such fully certified teachers cannot be obtained, a teacher who is fully certified may be assigned to a position outside the scope of his/her certificate, or a qualified substitute may be employed only until such time as a fully certified teacher can be employed.

C. A teacher who volunteers to transfer out-of-field to a critical shortage ESE position such as, E/BD, Self-Contained, VE, Inclusion, IND-P, IND-S, IND-1 or ASD, VI, HI, PI, adaptive PE or other critical area designated by the Superintendent, will have the opportunity to return to his/her previous position at the end of one year, provided the teacher has fulfilled the six hour requirement for out-of-field teachers. Teachers who volunteer to teach out-of-field in areas designated by the Superintendent as critical shortage areas and not eligible for State financial assistance shall be reimbursed by the Board for the required 6 hours of college coursework. Such reimbursement shall be at the Florida university system's tuition rate.

D. Substitute teachers will be employed for all classroom teachers absent from regular classroom duties, including ESE self-contained classes and for all elementary resource teachers. Exceptions may be made in programs considered to be "pull out" such as Title I, and other Exceptional Student Education programs. In an emergency when a substitute cannot be secured, and all other resources have been exhausted, another teacher may be required to cover classes. The substitute shall provide a written report to the teacher of activities covered during the day. Teachers will provide written lesson plans for the substitute.

E. Nothing in this Article shall prohibit the Superintendent from filling any position on a temporary basis or in accordance with statutes, rules, or regulations.

F. All Clay County School District employees must be fingerprinted and background checked through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation every five years. Based on the above existing requirements, the initial and renewal cost of the fingerprint processing of current employees will be paid by the Clay County School District.

G. Electronic Monitoring and Recording

1. The Association and the Board agree that the Board has the right to know the location of its Board-owned vehicles (i.e. school buses, maintenance vehicles, and all other similar fleet vehicles). Board-owned vehicles may be monitored by GPS or similar device(s) to track the location of the vehicle and monitor use of district resources to include the vehicle and associated fuel to operate the vehicle after giving employees notice. Such notice will state that Board vehicles may be monitored by GPS or similar device(s) and will be posted on the vehicle and included in the employee handbook. Upon request at the beginning of each school year, CCEA will be notified of the make, model and manufacturer and type of training administrators receive in the use of said device(s). Furthermore, upon request, CCEA will be given a list of all vehicles (V-Numbers) that have GPS monitoring capabilities.
2. Information obtained by or from any tracking device(s) installed on a Board-owned vehicle pursuant to this provision may be used by the Board for purposes of evaluation and/or progressive discipline cases. Tracking device(s) installed under this provision for the purpose of investigation may be placed on the vehicle no more than thirty (30) days in any six (6) month period.

3. The Board may install video cameras on Board property and vehicles (to exclude restrooms, classrooms, offices, and staff/faculty lounges) for purposes of security and student/employee safety. Any information obtained from such video cameras may be used by the Board for purposes of evaluation and/or progressive discipline cases in accordance with current guidelines for same. Notice of the presence of video cameras is to be posted at the school or work site.
4. Notwithstanding, Article XIX Teacher Discipline, disciplinary action shall not be taken, nor adverse evaluation made against an employee based solely upon electronic monitoring or recording without an investigation..

H. The teacher's official human resources employment file shall be maintained at the district office, and requests for review will be processed through Human Resources.

I. Instructional Contracts:
1. Probationary Annual Contract is an employment contract for a period of one (1) school year awarded to instructional personnel upon initial employment with the Clay County School Board. Probationary Annual Contract teachers may resign without breach of contract. A Probationary Annual Contract may not be awarded by the School Board more than once to the same employee unless the person was rehired after a break-in-service for one school year or more. After completion of the Probationary Contract, the School Board may award an Annual Contract.
2. Annual Contract (AC) is an employment contract for a period of one (1) school year and may not be broken by either party prior to its expiration date without just cause or by the agreement of the parties. The Annual Contract may be issued to a member of the instructional staff who has completed the Probationary Annual Contract. ~~During years two (2), three (3) and four (4) an annual Contract may or may not be renewed each year by the School Board of Clay County~~. However, an Annual Contract teacher will not be considered to have had a break in service if they are reappointed any time prior to the October F.T.E. count.
~~3. Annual Contract teachers who have completed four consecutive years of employment and have received four consecutive preliminary evaluations with a rating of highly effective, and have not been disciplined above a written reprimand shall be reappointed in April for the following school year, provided funding exists for a position in the school for which the teacher is certified. If no vacancy should occur at the teacher's currently assigned school site, the teacher will be given a contract for the following school year at a school where vacancies occur in his/her certification. No person will be hired from outside the district until all teachers who meet this criterion are placed. This process will continue as long as the Annual Contract teacher maintains a highly effective evaluation. This language shall not preclude an administrator from reappointing an instructional employee with an effective evaluation score.~~
3.~~4.~~ A Probationary (year one) or annual contract teacher (year two or three) with an evaluation of effective or highly effective who is returned to the pool will be a Phase III candidate for consideration for open and available positions prior to Phase IV.
4.~~5.~~ Annual contract teachers with a less than effective evaluation will be addressed as per the CAS manual.
5.~~6.~~ Preliminary Evaluation will take place in the spring and will be used for consideration for reappointment. All teachers will receive a preliminary evaluation that will consist for the Florida Educator Accomplished Practices (50% of the final Evaluation) and the Student Performance Indicators (16.67% of the Final evaluation).

J. Each teacher will personally verify and sign off on the student rosters not less than twice annually. Teachers will be notified if corrections to rosters are made by the school-based coordinator. Teachers will not be asked to approve a roster that contains students they do not teach.

## ARTICLE XI
## GENERAL EMPLOYMENT PRACTICES

A. Discrimination on the basis of age, gender, handicaps, race, color, religion, national origin, or marital status is prohibited in the employment of personnel. Teachers will be treated fairly and equitably.

B. Any teacher employed will be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate. When such fully certified teachers cannot be obtained, a teacher who is fully certified may be assigned to a position outside the scope of his/her certificate, or a qualified substitute may be employed only until such time as a fully certified teacher can be employed.

C. A teacher who volunteers to transfer out-of-field to a critical shortage ESE position such as, E/BD, VE, IND-P, IND-T or IND-E, or other critical area designated by the Superintendent, will have the opportunity to return to his/her previous position at the end of one year, provided the teacher has fulfilled the six hour requirement for out-of-field teachers. Teachers who volunteer to teach out-of-field in areas designated by the Superintendent as critical shortage areas and not eligible for State financial assistance shall be reimbursed by the Board for the required 6 hours of college coursework. Such reimbursement shall be at the Florida university system's tuition rate.

D. Substitute teachers will be employed for all classroom teachers absent from regular classroom duties, including ESE self-contained classes and for all elementary resource teachers. Exceptions may be made in programs considered to be "pull out" such as Title I, and other Exceptional Student Education programs. In an emergency when a substitute cannot be secured, and all other resources have been exhausted, another teacher may be required to cover classes. The substitute shall provide a written report to the teacher of activities covered during the day. Teachers will provide written lesson plans for the substitute and upon return, will submit a written evaluation of the work performed by the substitute.

E. Nothing in this Article shall prohibit the Superintendent from filling any position on a temporary basis or in accordance with statutes, rules, or regulations.

F. Effective July 1, 2004, all Clay County School District employees must be fingerprinted and background checked through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation every five years. Based on the above existing requirements, the initial and renewal cost of the fingerprint processing of current employees will be paid by the Clay County School District.

G. Electronic Monitoring

1. The Association and the Board agree that the Board has the right to know the location of its Board-owned vehicles (i.e. school buses, maintenance vehicles, and all other similar fleet vehicles). Board-owned vehicles may be monitored by GPS or similar device(s) to track the location of the vehicle and monitor use of district resources to include the vehicle and associated fuel to operate the vehicle after giving employees notice. Such notice will state that Board vehicles may be monitored by GPS or similar device(s) and will be posted on the vehicle and included in the employee handbook. Upon purchase of such device(s), CCEA will be notified of the make, model and manufacturer and type of training administrators receive in the use of said device(s).
2. Information obtained by or from any tracking device(s) installed on a Board-owned vehicle pursuant to this provision may be used by the Board for purposes of evaluation and/or progressive discipline cases. Tracking device(s) installed under this provision for the purpose of investigation may be placed on the vehicle no more than thirty (30) days in any six (6) month period.
3. The Board may install video cameras on Board property and vehicles (to exclude restrooms, classrooms, offices, and staff/faculty lounges) for purposes of security and student/employee

safety. Any information obtained from such video cameras may be used by the Board for purposes of ~~evaluation and/or~~ progressive discipline cases in accordance with current guidelines for same. Any information gathered from cameras installed in common areas where teachers also provide instruction (gyms, weight rooms, media centers, outside physical education areas, and etc.) may not be used for evaluative purposes. Notice of the presence of video cameras is to be posted at the school or work site.

H. The teacher's official human resources employment file shall be maintained at the district office, and requests for review will be processed through Human Resources.

I. Instructional Contracts:

1. Probationary Contract is an employment contract for a period of one (1) school year awarded to instructional personnel upon initial employment with the Clay County School Board. Probationary Contract teachers may resign without breach of contract. A Probationary Contract may not be awarded by the School Board more than once to the same employee unless the person was rehired after a break-in-service for one school year or more. After completion of the Probationary Contract, the School Board may award an Annual Contract.
2. Annual Contract (AC) is an employment contract for a period of no longer than one (1) school year. The Annual Contract may be issued to a member of the instructional staff who has completed the Probationary Contract. Annual Contract may or may not be renewed each year by the School Board of Clay County. However, an Annual Contract teacher will not be considered to have had a break in service if they are reappointed any time prior to the October F.T.E. count.
3. Annual contract teachers who receive an evaluation rating of effective or highly effective, along with the recommendation of the principal, shall be reappointed in April provided funding exists for a position in the school for which the teacher is certified. An annual contract teacher with an evaluation of effective or highly effective who is returned to the pool will be a Phase III candidate for consideration for open and available positions prior to Phase IV. Annual contract teachers with a less than effective evaluation will be addressed as per the CAS manual.

J. Each teacher will personally verify and sign off on the student rosters not less than twice annually. Teachers will be notified if corrections to rosters are made by the school-based coordinator. Teachers will not be asked to approve a roster that contains students they do not teach.

TA - 12-13-17

Board Counter Proposal
December 13, 2017

1A 1:34 12/13/17

## ARTICLE XII
## POSTING VACANCIES AND VOLUNTARY TRANSFERS

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 instructional staff holding a Professional Service Contract (PSC), ~~or~~ Continuing Contract (CC) and Annual Contract (AC). 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 SDCC 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., ~~vacancies shall be posted in every work site (east center) for two (2) weeks on the first and fifteenth of each month, beginning two (2) weeks after the start of school and ending April first.~~
      c. In cases that ~~effect~~ 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, ~~and open to the following~~ The following can apply.:

         - PSC/CC/AC transfer teacher applicants
         - PSC/CC surplus teachers
         - PSC/CC teachers returning from leave

      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:
         1. 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.
         2. PSC/CC teachers returning from leave.
            a. PSC/CC in-field
            b. 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.

3. 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.

e. ~~Phase III: (Approximately May 9) Annual Contract teachers returned to the pool with an evaluation of effective or highly effective will be given preference for an interview and may be offered a position before Phase IV begins. Principals may choose to fill immediately with AC teachers from their school and all others on the sixth day of the posting (one week) but no sooner.~~

c.~~d.~~ PHASE ~~IV~~ III (Approximately May ~~16~~ 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. ~~July 1st~~ 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 ~~for two (2) weeks in~~ 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 ~~IV~~ III after the job has been in Phase ~~IV~~ 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 (4th) 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. ~~qualifications and length of service in the school district.~~
   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 for the next school year, notification to the ~~approval by both 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 by the principal/administrator 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.

Board Counter Proposal
October 24, 2017

## ARTICLE XIII
## REDUCTION IN FORCE, RECALL PROCEDURES AND INVOLUNTARY TRANSFERS

I. Identification of Affected Personnel for Reduction in Force

A. ~~Teachers affected shall be identified on the basis of certification and the current teaching assignment at their schools or cost centers. Teachers shall be listed in accordance with their current teaching assignments at their schools or cost centers and their performance evaluation scores. Reduction of employees will begin with those teachers who have the lowest performance evaluations and will continue until the number of reductions are met for that affected area. If multiple teachers are identified for a reduction in force based on the same total performance evaluation score, then the reduction will be based on the student performance sub-score identified in CAS. In the event the affected teachers' scores are identical, then seniority will become the determining factor.~~

If workforce reduction is needed, a district school board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employee with the lowest performance evaluations must be the first to be released; the employee with the next lowest performance evaluations must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. A district school board may not prioritize retention of employees based upon seniority. See Florida Statutes 1012.33(5)

B. In the event that two (2) or more employees have equal spring preliminary evaluation percentage, the following additional criteria should be used to determine the order in which reductions shall proceed. If a tie is resolved at any point through the process below there is no need to continue to consider additional criteria as set forth in (a) through (b) below:

a. Employees who have a higher final evaluation score for the previous school year.

b. If a tie still exsists the employee who has a higher evaluation score from the prior school year.

~~B.~~ C. No new teacher shall be hired in Phase IV until all fully qualified PSC/CC unassigned teachers from that affected subject area or grade level have been recalled or have declined or failed to accept recall to an offered position.

~~C.~~ D. Teachers who hold Professional Service Contract or Continuing Contract will retain their rights to a job within the district provided they maintain at least an Effective rating on their performance evaluation in accordance with Florida Statute and Clay Assessment System procedures.

~~D.~~E. When a reduction in the allocation of teachers in a school, subject area within a program in a school, or county-wide reduction is necessary, the Association shall be presented with the reduction list.

II. Transfers Due to Enrollment/Class Size

A. After the school year begins and adjustments in allocations are necessary due to enrollment, transfers of teachers to other schools or cost centers may occur. Only the teachers identified by the affected subject area or grade level within the losing school or cost center will be subject to transfer. These affected teachers will be listed in their current assignment in the following order:

1. Volunteers from the affected area in the school.
2. Certification in the affected area.
3. The most recent date of hire for continuing service in the district.

III. Special Provisions – Miscellaneous

A. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited from transferring employees when the Superintendent determines it is in the best interest of the school system. Such transfers require the Board's approval.

B. When special talents or expertise are needed for a new position(s) to implement a new program(s), such new position(s) shall be posted in accordance with Article XII. If these talents or expertise are not found in the present employees, the proposed plans should be made known and present employees given an opportunity to qualify for the new position(s).

C. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans with Disabilities Act.

D. In order to address minority under-representation among the teaching staff of a school or program, or in order to employ qualified teachers in positions that, historically, remain unfilled or are filled by out-of-field teachers, the procedures described previously may be waived to allow the employment of qualified, in-field new hires. New hires employed under these posting waivers must meet all requirements imposed on other new hires as part of the application/employment process prior to appointment by the Board and receipt of an employment contract. No other Master Contract provisions, applicable to other teachers, shall be automatically waived for employees hired under these provisions.

IV. A. 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 XIII.

B. If legislative changes of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to immediately return to the table to negotiate the impact.

T/A 10-24-17

Board Proposal
October 24, 2017

RJ

## ARTICLE XIV
## PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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 ~~April 1st~~ the start of Phase I hiring of the current school year but no later than July 1 ~~when possible, the first day of pre-planning for the first semester of the next school year~~ 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. Teachers will be provided a rationale for changes to class assignment/subject area/grade level upon request for a conversation or meeting.

C. All instructional employment in summer school shall be filled according to the following criteria:
   1. All teachers who 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.
   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.
      b. No teacher receiving an unsatisfactory evaluation during the regular school year will be eligible for summer school employment.
   3. Assignments to such positions in 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.
   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.

Board Proposal
Counter Proposal
August 17, 2017

10-24-17

# ARTICLE XV
# JOB SHARING

A. Teachers may apply to job share. Such application must be submitted by the teachers by ~~February 15~~ March 15 of the year preceding the year of the job sharing. An updated plan must be submitted by the teachers with the reapplication annually by March ~~15~~ 15. The teachers will be notified in writing of the disposition of the application by ~~March 15~~ April 15 of the year ~~proceeding~~ preceding the year of job sharing.

B. The application for job sharing must contain a statement signed by the teachers agreeing to the conditions outlined in this article; a copy of the proposed teacher work calendar that addresses proposed work days, planning days, early dismissal days, joint pre- and post-planning days, lunch time, duty responsibilities, and holidays; a signed insurance/paid holiday waiver; and a daily schedule addressing planning/conference period occurring within and outside the student contact.

C. The application or updated reapplication for job sharing must be approved by the principal or supervising administrator of the affected teachers. The principal or supervising administrator must then seek approval by the Assistant Superintendent for Human Resources prior to commencement of the plan. A written explanation will be provided by the principal or supervising administrator for a disapproved application. The affected teachers may present their application and written notice of disapproval to the Contract Monitoring Committee for review.

D. The work calendar included in the approved application must reflect a total of the equivalent of 99 contract days in the contract year for each teacher who job shares. These 99 days must be consecutive whole work days or 196 consecutive partial work days for each teacher, or an alternative calendar approved by the principal and the Assistant Superintendent for Human Resources.

E. The work calendar included in the approved application shall not include any paid holidays not included in this Agreement for other teachers working the normal term of contract. Teachers who job share shall not be entitled to any paid holidays not scheduled during their contracted work period nor to any days in exchange for paid holidays not included in their work calendars.

F. Should one of the teachers wish to resign, that teacher may identify a certified teacher qualified under the provisions of this article who agrees to all of the conditions of the approved and established plan. The principal or supervising administrator and the Assistant Superintendent for Human Resources must approve the teacher replacement. Should no qualified and approved replacement teacher be identified, the remaining teacher agrees to assume the full time position.

G. To fulfill their professional responsibilities, the teachers who job share may be required, with advance notice, by the principal or supervising administrator to schedule joint conferences, faculty meetings, or inservice beyond the modified work schedule.

H. Credit for experience will be awarded only according to established procedures. Should a year of experience be earned during the contract year, such service will be defined as continuous unless the teacher has broken service through resignation or through other termination process.

I. The School Board shall be responsible for health/life insurance coverage in accordance with the insurance article for one teacher involved in the job sharing experience. Should the other teacher, whose insurance will not be paid by the School Board wish to have the coverage, that teacher will be responsible for the entire premium.

J. For the purpose of job sharing, a full time position will be defined as 50% of a full position plus one day (99 days). All leave policies of the contract apply to job-sharing teachers with the following exception. Each teacher will be allowed to earn five sick leave days, three of which may be personal leave. These teachers may use accrued sick leave from previous years.

K. All other articles contained in this Agreement will apply to the teachers who job share including reduction in force procedures.

Board Counter Proposal #2
October 24, 2017

## ARTICLE XVI
## LEAVES

A. Terms

1. Leave granted by the School Board, the Superintendent or his/her designee shall be taken by the individual for the purpose for which it was requested and granted. A teacher who is granted sick, extended sick, child care, maternity, FMLA, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leave of absence. This condition may be waived by action of the Board. A teacher who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this Article. Should such teacher fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such teacher on extended personal leave for the balance of the school year. Teachers may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in this Article.
2. Teachers who want to return from extended leave which terminates at the close of the school year shall notify Human Resources in writing by March 1 of the school year for which leave was granted. If leave is granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment to a vacant position will be based on seniority to a vacant position in which he/she is qualified, provided that the teacher holds a continuing contract or professional services contract. The School Board shall not be responsible to any teacher who fails to submit such request in writing as specified above.
3. A request for an extension of an approved extended leave or for a second extended leave in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the teacher are detrimental to the best interests of the students, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when child care leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that child care leave will be requested. The Board shall not be responsible for reinstatement of a teacher to any vacant position except as otherwise provided herein.
4. Teachers who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.
5. "Full-time" as used in this article shall mean a person contracted for a six-tenths (.6) or greater allocated position or for six-tenths (.6) or more of each consecutive day during the contract period.

B. Short Term Leaves

1. As used in this section, one day of short term leave for the purpose of accrual and use shall mean to be the equivalent in hours.
2. Sick Leave

   Each teacher employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent, shall be granted leave of absence for sickness. He/she shall be entitled to four

(4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each teacher shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the teacher terminates his/her employment and has not accrued the four (4) sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the teacher. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a teacher may accrue except that at least one half of this cumulative leave must be established within the district. Teachers are responsible for requesting that accumulated sick leave earned in another county be transferred to the district. Transferred sick leave will be posted on the record of the teacher at the rate of one day for each day earned in the district. Effective 7-01-97, employees may begin requesting that accumulated sick leave earned while employed by another educational entity governed by the Florida Retirement System (FRS) be transferred to the district. Beginning on 7-01-97, the transferred sick leave from another FRS-governed educational entity will be posted on the record of the employee at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, teachers shall file an official leave form stating the day or days absent. The administration shall provide this form upon the teacher's return. Teachers shall not be required to state reasons or nature of illness for sick leave. When a teacher is out on sick leave for more than three (3) consecutive work days, sick leave may be substantiated by a physician's note if it is requested by the principal, when such administrator has a reasonable belief that an employee has a problem which relates to attendance.

a. Sharing of Sick Leave: An employee of the District ("authorizing employee") may authorize any other employee of the District ("recipient") to use sick leave that has accrued to the authorizing employee, subject to the following guidelines and stipulations:
   (1) A completed "Certification of Health Care Provider" form shall accompany any sick leave transfer request to document that such a qualifying illness has occurred.
   (2) Transferred sick leave will be available for use upon approval of a properly completed request for transfer of leave (along with a properly completed "Certification of Health Care Provider" form) and depletion of all the recipient's leave, including annual leave, if applicable.
   (3) If the recipient is a member of a sick leave bank, he/she must use donated sick leave days before drawing days from the bank.
   (4) Requests for transfer of leave may be submitted only for the current payroll cycle applicable to the recipient. Credit of transferred sick leave will be processed upon receipt in the Payroll Office of all required forms in complete and proper form. Requests shall not be processed retroactively. The Superintendent may intervene on behalf of employees with extenuating circumstances.
   (5) The authorizing employee may authorize a minimum of one (1) day up to any number of days as long as the authorizing employee retains ten (10) sick leave days after donation pursuant to this article.
   (6) The number of sick leave days donated to an employee within a single fiscal year shall be limited to the number of days remaining in that employee's standard working calendar. The same employee may receive additional donated days in subsequent fiscal years by filing additional leave transfer requests.
   (7) If there is more than one authorizing employee for a recipient, the donated sick leave days shall be used by the recipient in the order that the documentation authorizing the donation is received from the authorizing employee. If received on the same day, the documentation shall be considered received from the

employee with the most years of service with the School Board first, and any other authorizing documentation received in the order of seniority of the authorizing employee.

(8) Leave donated but not used will revert to the authorizing employee. However, the Board shall not be responsible to make retroactive adjustments to retired employees who, prior to retirement, donated sick leave days that could have been used for terminal pay purposes.

(9) "Upfront" days are defined as sick leave days credited to employees before they are earned, as required in F.S. 1012.61. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days.

(10) Sick leave days transferred from one employee to another under this policy may not be used for personal leave.

(11) Transferred sick leave days may not be held or used for terminal leave purposes. Donated sick leave under this Article shall have no terminal value.

(12) Sick leave transferred from one employee to another will result in payment of wages/salary applicable to the recipient of the leave, and the District will not be responsible for differences in the value of sick leave transferred under this policy.

(13) The authorizing employee must retain ten (10) sick leave days after donation pursuant to this Article.

(14) To be eligible to donate sick leave pursuant to this Article, both the authorizing employee and the recipient must have been employed a minimum of one full school year before both the date of the authorizing employee's donation and the first day of the recipient's absence for which sick leave days are donated.

(15) One sick leave day referenced in this Article shall mean the number of hours the employee is contracted to work for one work day.

(16) Participation in this Sharing of Sick Leave policy shall be voluntary for the recipient and the authorizing employee.

3. Personal Leave With Pay

Six (6) days leave per year may be used for the teacher's personal business. Leave of this type is noncumulative and chargeable against accrued sick leave. A teacher planning to use a personal leave day or days shall notify and gain the approval of his/her principal using the appropriate form at least twenty-four (24) hours in advance except in the case of an emergency (See Definition, 5.a. below). The teacher shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons."

4. Personal Leave Without Pay

A teacher may be granted leave days without pay for personal business when extenuating circumstances dictate. This leave may be granted to a teacher only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall be submitted to the principal at least three (3) days prior to the requested date of leave. The principal shall review the leave request for approval on a case by case consideration. Any employee who is absent without authorization may be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. Emergency Leave

a. Definition

Emergency leave shall be leave taken for a sudden unexpected happening; an unforeseen occurrence.

b. Emergency Leave Without Pay

Leave days for emergency purposes may be granted without pay. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee.

6. Court Leaves
   Leave with pay shall be granted to any teacher when called for jury duty or subpoenaed as a witness, or when a written notice to appear in court is received. A copy of the court order or subpoena shall be attached to the appropriate form and the completed form must be approved prior to the leave.
7. Illness-In-The-Line-Of-Duty Leave
   A teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his/her principal and a physician, then forwarded to the Superintendent for his/her recommendation and submission to the Board for approval or disapproval. Except for worker's compensation claims, a teacher who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5) working days following his/her return from such absence. The Board shall approve such claims and authorize the payment thereof, provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. The use of illness-in-the-line-of-duty leave, shall result in no reduction of the teacher's accumulated sick leave. Such leave shall be authorized for a total of not to exceed ten (10) school days during any school year for illness contracted or injury incurred from such causes as prescribed above.
8. Temporary Duty Elsewhere
   Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed expenses.
9. Military Leave
   When their obligation to the United States Armed Services makes unavoidable their failing to meet contractual duties, all members of the bargaining unit will be granted military leave in accordance with the law. Requests for such leave must be submitted in writing on the proper military leave request form with a copy of the orders attached to such form.
10. Professional Leave
    a. Professional leave days with pay while school is in session, when properly requested and approved by the Superintendent or his/her designee, may be granted to teachers for the purpose of the following:
       (1) Attending and/or participating in professional meetings relating to educational workshops, educational seminars, clinics, or educational conferences in their subject area or area deemed beneficial to the school system by the Superintendent.
       (2) Visitation for the purpose of observing instructional techniques or programs in their subject.
    b. Professional leave days with pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for attendance in college courses for the purpose of extending certificates or for the purpose of earning credit toward being certified in the subject area of teaching responsibility. This request should be filed with Human Resources by ten (10) days prior to the post-planning period for leave during post-planning and pre-planning.
    c. Professional leave days without pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for the purpose of attending college classes for reasons other than that stated in subparagraph b. above or for the purposes set forth in subparagraph a. above.
11. Bereavement Leave
    Teachers will be granted ~~one (1)~~ three (3) day of bereavement leave due to a death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household. Bereavement

leave is of special nature and may not be deferred or converted to any other purpose and will not be deducted from earned leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. A published obituary will be required for documentation.

12. Filing Leave
    Leave in this Section (B) must be applied for on the authorized form with attachments if required and submitted to the immediate supervisor. The completed form must be submitted to the supervisor by the end of the first day the teacher returns to duty in the case of sick, emergency, or illness-in-the-line-of-duty leave. The administration shall provide this form upon the teacher's return. Otherwise the form must be submitted in advance in accordance with the provisions of this Section (B). Leave requests must be filed with Human Resources.
13. Domestic Violence Leave
    Effective July 1, 2007, any employee who has been employed for at least three (3) months, and who has used all of his/her regular leave (zero balance) shall be granted up to three (3) days of leave per contract year due to domestic violence, which may be used to address matters including seeking an injunction for protection; obtaining medical care or mental health counseling for themselves or for a family household member to address physical or psychological injuries arising from domestic violence; obtaining services from a victim-services organization such as a domestic violence shelter or rape crisis center as a result of an act or domestic violence; making an employee's home secure from a perpetrator of domestic violence or seeking alternate housing; or seeking legal assistance or attending or preparing for court related proceedings regarding acts of domestic violence. Domestic violence leave is of special nature and may not be deferred or converted to any other purpose. It shall not be charged against any other leave account. Application for domestic violence leave shall be made to the Superintendent and shall be granted by the Superintendent or his/her designee. Except in cases of imminent danger to the health and safety of the employee or a family or household member, employees seeking such leave under this provision shall, at the time of making a request, provide advance notice of the need for sick leave and provide documentation about the domestic violence circumstances. Details about the situation may be requested by the Superintendent and may include a request for appropriate documentation, including, but not limited to, police reports, court injunctions/documents and proof of legal counsel in relation to such documents. Leave may be with or without pay at the discretion of the Board.

C. FMLA Leave

1. Leave pursuant to the Family and Medical Leave Act (FMLA Leave) must be authorized and approved by the Superintendent or his/her designee. The request, with required documentation, must be submitted at least thirty days before the date on which the leave is to begin, or, if the need for leave is not sufficiently foreseeable, as soon as practicable. The teacher shall schedule any planned leave so as to not unduly disrupt the operations and educational mission of the School Board. FMLA leave will begin on the first work day on which the teacher is absent as a result of the emergency or other situation requiring the leave. Upon expiration of FMLA leave, a returning teacher will be returned to the same or an equivalent position as defined in the Family and Medical Leave Act. For leave due to the teacher's illness, a statement from the physician verifying the teacher's fitness for duty must be on file with Human Resources prior to reemployment.
2. Teachers with at least twelve (12) months of service, who have worked 1,250 hours or more prior to the start of FMLA leave ("qualified employees"), will be granted leave without pay for incapacity due to pregnancy, prenatal medical care, childbirth, care of the employee's child after birth, adoption of a child (including foster care placement), or a serious health condition of the teacher or to provide necessary care for a member of his/her immediate family (spouse, child, parent), due to serious health condition. Such leave will be granted for up to a maximum of twelve (12) weeks in a twelve (12) month period. The amount of leave available for an eligible

employee is calculated by using a "rolling" twelve month period measured backward from the date an employee uses any such leave. However, for counting the 26 weeks of military caregiver leave, the District will measure the single 12-month period by looking forward from the date an employee's leave to care for the covered service member begins. Leave for birth or adoption of a child must be taken within twelve (12) months of the birth, adoption, or placement for foster care. If both parents are district employees, such employees are permitted to take only a combined total of twelve (12) weeks of leave during any twelve month period for such birth, adoption, or placement for foster care.

3. Qualified employees with a spouse, son, daughter or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. An employee may not take exigency leave if the service member is a member of the Regular Armed Forces. Qualifying exigency leave is available for short-notice deployment (up to 7 days leave available when the service member receives 7 days or less notice of a call to active duty), military events and activities, arranging for alternative childcare and school activities (but not normal ongoing childcare), addressing certain financial and legal arrangements, attending certain counseling sessions, rest and recuperation (up to 5 days leave permitted when the service member is on temporary rest and recuperation leave), attending post-deployment activities, and additional activities which may arise out of active duty (provided that the District and the employee agree on the timing and duration of leave for these additional activities). The District will require each employee to provide a copy of the service member's active duty orders the first time the employee requests exigency leave.
4. Military Caregiver Leave. A spouse, son, daughter, parent, or next of kin who is a qualified employee can take up to 26 work weeks of FMLA leave during a single twelve (12) month period without pay to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.
5. Intermittent FMLA leave or a reduced leave schedule may be granted because of the serious health condition of the teacher or the teacher's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period. In addition, intermittent leave or a reduced leave schedule may be granted to a qualified employee to care for a covered service member with a serious injury or illness with the maximum 26-week leave period. The appropriate documentation providing the medical necessity for and dates and duration of the leave must be provided. Teachers needing intermittent FMLA leave or leave on a reduced leave schedule must attempt to schedule their leave so as not to disrupt operations of the School Board. In addition, after consultation with the teacher, the School Board may, at its option, assign a teacher to an alternative position with equivalent pay and benefits that the Board determines will better accommodate the teacher's intermittent or reduced leave schedule. If a teacher needs intermittent leave or a reduced leave schedule involving more than 20% of the working days during the period over which the leave extends, then, after consulting with the teacher and the principal, the Board may, at its option, require the teacher to choose either to: (1) take leave for the full period of the planned treatment; or (2) transfer temporarily to an alternative position if one is available, for which the teacher is qualified, which has equivalent pay, and which the Board determines will better accommodate reoccurring periods of leave than does the teacher's regular position.
6. FMLA Leave which is requested by a teacher with a request to return to work three weeks or less than three weeks before the end of the semester, or if the teacher requests FMLA Leave during the last three weeks of the semester, special rules apply under the Family Medical Leave Act which may result in the Board requiring the teacher to continue taking leave until the end of the semester.

7. At the teacher's option, sick leave days which have been earned and, when sick leave days are exhausted, earned annual leave days, may be used during FMLA leave to care for a sick family member or because of the teacher's own illness, including any period of disability due to pregnancy, or for the adoption of a child. In addition, earned annual leave may be used during any other FMLA leave. Pay shall not be rendered for any period of time beyond the number of sick leave and annual leave days on record.
8. The Board will maintain coverage under its group health plan for any teacher granted FMLA leave. The teacher's portion of the health insurance premium shall be deducted from any pay received by the teacher during FMLA leave. During unpaid leave, the teacher may continue group health plan coverage by arranging payment of the teacher's share of the premium. If the teacher does not return from FMLA leave as scheduled, the Board may recover premiums for maintaining group health coverage paid during the leave, unless the teacher's failure to return to work was due to medical or other circumstances beyond the control of the teacher.

D. Extended Leave
   1. When FMLA leave expires, and extended leave beyond twelve (12) weeks (or twenty-six (26) weeks for Military Caregiver Leave) is needed, or if the employee is not eligible for FMLA leave, leave of this type may be requested and must be authorized and approved as stipulated below. The request with required documentation must be on file with Human Resources and approved prior to the effective date of leave, and must be in accordance with the provisions of Section A and Section B of this Article. Upon return from extended leave, reassignment will be based on seniority and only to a position which is vacant at the time of the return, and for which he/she is qualified, in accordance with the provisions of Section A.2. and in accordance with the provisions below.
   2. Extended Sick Leave
      An extended leave of absence for reasons of personal illness or illness of father, mother, husband, wife, or child may be granted to a teacher for up to one (1) year of disability if verified by a physician, or in accordance with D.8. Sick leave days which have been earned and, when sick leave days are exhausted, earned annual leave days, may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave days and annual leave days on record. Sick leave days which have been granted in accordance with the rules of the Sick Leave Bank may be used for this purpose if such leave is granted solely for personal illness; however, pay shall not be rendered for any period of time beyond the number of sick leave days granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time of physical disability verified by the physician, must be approved by the Superintendent or his/her designee, and a statement from the physician verifying the teacher's ability to return to work must be on file with Human Resources prior to reemployment. Additional leave may be approved, on a case by case basis, as a reasonable accommodation for employees with disabilities.
   3. Maternity Leave
      Leave may be granted to a teacher for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery or for whatever period of time of disability designated by the attending physician, which is directly a result of the pregnancy. A physician's statement shall accompany such request and must verify the dates requested. The request must be approved by the Superintendent or his/her designee. Sick leave days which have been earned or have been granted in accordance with the rules of the Sick Leave Bank may be used during any portion of this leave during which the physician verifies in writing that the teacher is disabled, otherwise maternity leave shall be without pay.
   4. Child Care Leave
      Leave without pay may be granted to any teacher for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the

need for the teacher to care for the child and verifying the period of time required for such leave must accompany this request. The request must be approved by the Superintendent or his/her designee.

5. Military Leave
   a. Any teacher serving in the uniformed service as defined under the Uniformed Services Employment and Reemployment Rights Act shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of five (5) years. This may be extended at the request or for the convenience of the federal government or upon authorization of the President of the United States. A teacher returning from such leave shall be returned to employment, without prejudice, provided the employee was not released from military service under dishonorable or other punitive conditions and application for re-employment is filed in accordance with the requirements of federal law. The school district shall employ the teacher returning from such leave within the timeframe prescribed by federal law. Such teacher shall be returned to his/her former position or to a similar position satisfactory to the teacher and for which he/she is fully qualified.
   b. Teachers who are members of the National Guard or Reserves who are called to active military service shall be granted extended leave by the Superintendent or his/her designee. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. For the 1990-92 school years, the School Board shall supplement the individual in an amount necessary to bring his/her total income, inclusive of the total military income, to the level for which he/she was contracted at the time he/she was called to active military duty and shall continue to provide insurance benefits in the same manner as that provided other full time teachers who are on School Board approved extended leave, so long as he/she remains on active duty. A teacher returning from such leave who reapplies to be reemployed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.
6. Extended Professional Leave
   A leave of absence for professional improvement, without salary, may be granted for any teacher, upon application, for up to one (1) year and upon reapplication, for up to a second year, for the purpose of the following:
   Engaging in study at an accredited university in his/her subject area or area deemed beneficial to the school system by the Superintendent.
   a. Full-time participation in the federally sponsored Peace Corps or Job Corps.
   b. Participating in foreign exchange teaching programs.
   c. Full-time teaching in his/her subject area in Department of Defense or Department of State programs.
   d. Engaging in study or an activity deemed beneficial to the school system. Such applications shall be subject to approval by the Contract Monitoring Committee. Approved applications shall be forwarded to the Superintendent for final approval.

   Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence. Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the teacher shall be returned to a position which is vacant at the time of return and for which he/she is certified.
7. Foreign Exchange Teacher Leave
   a. The School Board may grant leave to an employee for the purpose of teaching abroad as a foreign exchange teacher in accordance with the following rules:
      (1) Consideration for approval for foreign exchange teacher leave will only be given to certified staff members who have taught in, or have served as an administrator in, the schools of the Clay County School District for a continuous accumulated total of five (5) years, who are eligible for reappointment and who have not received an

unsatisfactory evaluation during their employment term with the District.

(2) Said leave shall be for a period of one (1) contract year and may not be extended.

(3) During the time the staff member is on foreign exchange teacher leave, said teacher shall be under contract with the School Board and shall continue to receive salary and benefits from the District which shall be the same as those for all other Clay County School District teachers as required by the applicable collective bargaining agreement and School Board salary schedule. Said teacher shall be obligated to report to the District all annual, personal and sick leave days taken while on foreign exchange teacher leave in the same manner as if he/she had not been on foreign exchange teacher leave. Entitlement to contractual salary and benefits shall terminate if the exchange teacher fails to meet the conditions of the foreign exchange teacher leave, loses his/her valid Florida Teaching Certificate or is terminated or disciplined for cause by the School Board in accordance with Board policy.

(4) Upon completion of the foreign exchange teacher leave, but prior to final payment of salary to the individual on said leave, the exchange teacher shall submit to the Superintendent a report or other documentation satisfactory to the Superintendent which proves that the exchange teacher received a satisfactory teaching evaluation from the foreign teaching supervisor, proof of satisfactory attendance and compliance with any other terms or conditions of the foreign exchange teacher leave as may be requested. Upon proof of compliance with this subsection, including a satisfactory evaluation, the teacher shall receive credit for the year of foreign teaching experience.

(5) Upon return from foreign exchange teacher leave, the teacher shall be required to accept employment as a teacher for the subsequent school year in any position offered by the School Board for which he/she is qualified.

(6) The School Board shall not be responsible for any financial losses incurred by the employee related to or resulting from or as a consequence of the employee's participation in the foreign exchange teacher leave program other than those financial obligations set forth in the employment contract and those specifically imposed by Florida law.

b. Application for foreign exchange teacher leave must be made to the Superintendent not later than sixty (60) days prior to the school year when the leave is to commence. The application must include:

(1) A letter specifying that the leave request is for foreign exchange teaching; stating the name of the approved exchange institution and the specific teaching assignment, if determined.

(2) Proof of acceptance by the approved exchange teaching organization.

c. The Superintendent shall determine whether or not the foreign exchange teacher leave is appropriate for and in the best interest of the needs of the District.

8. Extended Personal Leave

There are conditions which make it reasonable for a teacher to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted only for a maximum of one (1) year. Leave for this purpose must be supported by appropriate documentation and the request must be on file with Human Resources and approved, by the Superintendent or his/her designee prior to the effective date of leave.

9. Fitness for Duty/Medical Examination

a. If the Superintendent has a reasonable belief based upon objective evidence to indicate that an employee's ability to perform the essential job functions will be impaired by a medical condition or that an employee will pose a direct threat due to a medical condition, the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other

laboratory tests to determine the employee's fitness to perform the essential functions of the employee's position.

b. Any examination performed under this Article will be performed by a medical physician, psychologist, or psychiatrist selected by the employee from a list of at least three (3) physicians, psychologists, or psychiatrists. A Fitness for Duty Certification form shall be submitted by the examining physician, psychologist, or psychiatrist to the Superintendent and to the employee. Otherwise, the Fitness for Duty Certification form will remain confidential. Where the Superintendent receives a medical report that the teacher is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.

c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination conducted by the employee's own physician, psychologist, or psychiatrist.

d. If the employee's own doctor offers an opinion inconsistent with the report of the district's medical professional, a third opinion shall be obtained by a medical physician, psychologist, or psychiatrist selected by the employee from a list of three (3) physicians, psychologists or psychiatrists. The decision of the third physician, psychologist or psychiatrist as reflected in the written Fitness for Duty Certification shall be considered the controlling decision.

e. The district will be responsible for all expenses incurred from any district-required medical, psychologist, or psychiatric examination performed by a physician or psychiatrist from the district's recommended list. The district will be responsible for the cost of a confirmation test where initial tests are positive for substance abuse.

f. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the essential functions of the employee's position, with or without a reasonable accommodation, the Superintendent shall:

(1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the essential functions of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.

(2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.

(3) An Employee Assistance Program shall be considered prior to f. (2).

(4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article XVIII of this Agreement.

e. Should the employee's physical or mental condition improve during the term of the employee's compulsory Extended Sick Leave to the extent that the employee can safely perform the essential functions of the position, so certified by the employee's own attending physician, psychologist or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in Section D.9.b. of this Article. Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with Section C.1. of this Article.

E. Reimbursement for Travel

Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed at the normal rate established by the Board and must be authorized and approved by the

Superintendent prior to the incurrence. Reimbursement procedures and rules as established in the current School Board Rules shall be followed.

F. Sabbatical Leave

1. Leave may be granted by the Board to a certificated employee for the purpose of engaging in full-time study at a public or regionally accredited institution of higher education under rules adopted by the Board.
2. Only certificated staff members, who have taught in the Clay County Schools for at least eight (8) consecutive years, broken only by an authorized leave of absence, and who have not received an unsatisfactory evaluation may apply or be considered for approval for sabbatical leave. No more than two (2) requests for sabbatical leave may be approved for any given school year.
3. Such sabbatical year shall be for a one (1) year period and may not be extended.
4. A certificated staff member who is approved for such sabbatical leave shall not accept or agree to receive during such period of leave any compensation, through grant or extra employment, which, when added to the salary paid by the Board would be in excess of his/her ordinary salary.
5. The Board agrees to pay any certificated staff member who has been approved for sabbatical leave, 50% of his/her normally contracted salary during the year of leave. Benefits shall be paid during the year of sabbatical by the Board to such persons on approved sabbatical leave in the same manner as normally paid to a person employed on a 50% contract. Sick leave benefits shall not be available to such persons but insurance benefits that are available to full time employees shall be available to persons on sabbatical leave.
6. Upon returning from an approved year of sabbatical leave, the staff member shall present proof of compliance with the conditions of the approved leave and be placed in a vacant position in which he/she is certified. Such staff member shall accept such position as a further condition of the sabbatical leave.
7. If the staff member approved for sabbatical leave fails to abide by the conditions for sabbatical leave, the staff member shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical. A contract to this effect shall be signed by the Board and the person affected.

CCEA Counter Proposal #1
6/12/17
Time: 12:59 pm

**ARTICLE XVII**
**CLASS SIZE**

RJ 6/12/17 1:00 PM TA 6-12-17

A. The Superintendent and his/her staff will annually recommend to the School Board the number of teachers to be assigned to each school.

B. Class size may vary in schools because of local conditions and needs. During the first full calendar month of school, the Superintendent's staff shall review any circumstances of teachers' class loads whose enrollment is in excess of those set forth in Florida Statute 1003.03, Maximum Class Size. Within the guidelines herein, the number of students assigned to a teacher in the traditional, block, or alternative scheduled classes will be comparable.

C. The Superintendent's staff will annually, within four (4) weeks after school begins, and again within three (3) weeks of the beginning of the second semester, review with the Association the class load of each classroom teacher. The results of this review will be submitted in writing to the ~~Deputy~~ Superintendent **or designee**. He/she in turn, will submit to the Association and the Superintendent these results along with plans to bring the district into compliance with Florida's Class Size Amendment Standards.

**Board Proposal**
**Original Language**
**December 13, 2017**

# ARTICLE XVIII
# EVALUATION

A. The Board and the Association recognize that the basic purpose of evaluation is to improve the instruction and the effective operation of the total school system.

B. 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). See Appendix IX. 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 established 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.

C. The policy on teacher evaluation as outlined by the Board shall be adhered to in evaluating teachers. Principals or District Staff are responsible for the implementation of CAS in accordance with the policy. The policy shall provide for appropriate classroom observation which shall be done with the teacher's knowledge and appropriate advance notice. However, the principal retains the right to utilize informal classroom observations without advance notice as part of the evaluation process. Suitable post-observation conferences shall be included in the policy. If a teacher disagrees with his/her final evaluation report, he/she may submit a written statement thereon which shall be attached to the evaluation report. The teacher may request the presence of the Association representative at any step in the CAS appeal procedure properly initiated by the teacher.

D. The evaluator may conduct informal observations without advance notice as part of the evaluation process. Noted deficiencies shall be communicated to the teacher within three (3) days of the informal observation.

E. Classroom walk throughs, unless considered in combination with informal and formal observations, will not be used for evaluative purposes and will not be the catalyst for the generation of a Professional Development Plan.

F. Post observation conferences shall be held in accordance with the current CAS Manual.

G. If a teacher disagrees with his/her final evaluation report, he/she may submit a written statement, which shall be attached to the evaluation report.

H. The CAS appeal process may be initiated by the teacher in accordance with the procedure outlined in the CAS manual.

I. The teacher may request the presence of an Association representative at any step in the CAS appeal procedure properly initiated by the teacher.

J. If the teacher has concerns that the evaluation procedures have not been correctly followed, the procedural concerns may be addressed through the use of the grievance procedure outlined in Article III.

K. Each teacher shall be given a copy of his/her formal evaluation within ten (10) working days from the date of completion of same. A teacher may request a copy of this evaluation at the conclusion of the meeting.

L. All evaluations shall be concluded prior to making recommendations for reappointments, where applicable, in accordance with state law. All Annual Contract teachers must be notified by May 1st in writing of the intent of non-reappointment for the following year.

M. "Days" as used in the policy on teacher evaluation and in the CAS manual shall mean "working days". "24 hours" as used in the policy on teacher evaluation and in the CAS manual shall mean 'one work day'. "72 hours" as used in the policy on teacher evaluation and CAS manual shall mean "three work days."

N. Members of the bargaining unit shall not be required to evaluate another member of the bargaining unit when such evaluation is conducted under the provisions of this article. Observations may be conducted as prescribed by CAS.

O. If a teacher's unsatisfactory evaluation results in placement on a 90-day probationary status the following will apply:
   1. The teacher will be notified that this process may result in termination of employment;
   2. Every effort will be made to assure that the teacher understands the improvements required, the benchmarks for measuring progress and the time line for progress evaluation.

P. In order to ensure that teachers whose students take the new Florida Standards Assessments (FSA) and other assessments are held harmless, Section IVB.2 Student Performance, of the CAS evaluation tool found in Appendix IX, will remain "grayed-out" for all instructional employees for the school years 2013-2014, 2014-2015, and 2015-2016.

**Board Proposal**
**Original Language**
**June 12, 2017**

R3
6/12/17
11:30 AM
T/A
6-12-17

## ARTICLE XIX
## TEACHER DISCIPLINE

A. Just Cause
   1. Teachers may be disciplined including reprimand, suspension and dismissal only for just cause. Teachers subject to suspension or dismissal shall be afforded the hearing rights set forth in the Florida Statutes. That is, the procedure for appeal of any suspension or termination shall be the procedure set forth in Section 1012.33(6) of the Florida Statutes. Annual contract teachers may be nonrenewed as consistent with current law.
   2. The warnings procedure of Paragraph B of this Article will be followed prior to official disciplinary action (reprimand, suspension or dismissal) where the misconduct is not so aggravated, per the recommendation of the Superintendent, as to call for immediate reprimand, suspension or dismissal.

B. Warnings
   1. Oral warnings may be given at the discretion of the principal but do not constitute official disciplinary action. Such warning must be given in the presence of a witness. There is no restriction on the number of oral warnings a principal may give. An oral warning shall normally precede a written warning advising the teacher that he/she is in danger of or is violating district policy or contract rules.
   2. The first written warning will not be considered a disciplinary action nor be considered part of the teacher's personnel file.
   3. A second written warning on the same or like occurrence will be considered a reprimand and will become part of the teacher's personnel file.

C. Assurances
   1. Teachers may append written warnings with signed statements.
   2. No anonymous letters or materials may be placed in the personnel file. Derogatory material pertaining to work performance, including teacher response, if any, or other such matters that may be cause for discipline, suspension, or dismissal may be placed in the file only after the teacher has been notified in accordance with requirements set forth in Florida Statutes 1012.31. Upon request, all aspects of the teacher's file (located at the county office and possibly at the building site) except materials obtained as part of an authorized investigation and materials which are confidential in accordance with the law to the extent permitted by law shall be open to the teacher, any person designated in writing by the teacher, and others as indicated by law.
   3. Complaints, other than those investigated by the Superintendent or his/her designee, shall be investigated by the appropriate administrator who shall acknowledge the complaint, accept the complaint and inform the complainant that the matter will be investigated.
   4. When determined that an investigation is warranted, the appropriate administrator shall first confer with the employee and his/her representative, if requested, to inform the employee of the complaint, receive the employee's explanation, and, if necessary, request the complainant to come in for a conference with the employee at a time mutually agreed upon by all parties.
   5. The use of tape recorders or other mechanical/electronic /video devices during meetings or conferences is expressly forbidden unless all parties present agree to such use.
   6. No disciplinary action will be taken solely on the basis of an anonymous complaint.

D. The employee shall be notified in writing when the contents of his/her personnel file are examined by anyone other than the employee or employer.

TIA
10-24-17

**Board CounterProposal**
**October 24, 2017**

## ARTICLE XX
## INSERVICE

A. The inservice program shall be reviewed annually by the Professional Development Advisory Council (PDAC) acting through the School Board.

B. The Association shall provide the Office of Professional Development with a list of classroom teachers qualified to serve on the PDAC Council. The Association in collaboration with the Office of Professional Development shall fill vacancies from the list submitted. It is recommended that teacher members of the Professional Development Advisory Council serve no more than two (2) consecutive terms.

C. There shall be a written evaluation of all workshops and/or inservice programs at the end of such programs by teachers attending. Such evaluations shall be forwarded to the Office of Professional Development and made available to the Association.

D. Teachers may be required to attend inservice training during the scheduled pre-planning inservice ~~or primary~~ day but not during more than one planning day during the school year. Each year, all instructional employees are required to establish a learning target to measure student achievement. The learning target may be done as a group or individually. Teachers will participate in weekly collaborative professional development around the school's vision and student needs of one hour; said hour shall be within the contracted day. In collaboration with instructional personnel, schools by majority vote may develop a flexible weekly schedule to accommodate for the one hour of weekly collaborative professional development. The maximum number of minutes that administrators will bank each day shall be 15 minutes, 4 days a week. This provision supersedes Article VI, B., 1, 2, 3a, when applied to meet the need for weekly collaborative professional development time of one hour.

E. Teachers required to complete the TIPP program (Beginning Teacher Program) or ESOL training by enrollment in an on-line ESOL course shall be granted two (2) days of Temporary Duty Elsewhere (TDE) during the semester in which the teacher is enrolled in the on-line course. The teacher must be enrolled in the class a minimum of fourteen (14) days prior to the request for TDE and must provide proof of the completion of the course to the Office of Professional Development no later than fourteen (14) days after the beginning of the semester following the request for TDE.

F. The PDAC will preview protocols for follow-up for inservice training. The follow-up for inservice training shall be fair, equitable, and appropriate. Follow-up forms will be completed at the time of inservice, except for when an inservice requires implementation of an instructional strategy to measure the impact on students learning.

**Board Proposal**
**Original Language**
**December 13, 2017**

## ARTICLE XXI
## SCHOOL CALENDAR

A. Calendar Committee
CCEA 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 Calendar Committee. The Calendar Committee will meet during the first semester of the current year to establish school calendars two (2) years in advance.

B. Authority to Set Calendar
The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

C. Emergency Calendar Changes
In the case of emergencies, the Superintendent shall have the authority to make changes in the calendar as deemed appropriate to ensure the statutorily required length of school year, subject to approval by the School Board. Before making any recommendation to the Board, the Superintendent or his/her designee shall notify and consult with the Association President.

D. Contract Year
Ten (10) month contracts shall consist of 196 days, eleven (11) month contracts shall consist of 216 days and twelve (12) month contracts shall consist of 260 days.

E. Early Dismissal
Early Dismissal days recommended and approved as part of the student calendar are to be teacher directed.

F. Additional Days
All new teachers whose employment begins at the start of the school year, including those who will be enrolled in the district's Teacher Induction Program, shall be employed for additional days prior to the first day for all other teachers. The length of each of these days shall be determined by the Superintendent, based on training requirements. Compensation for these days shall be paid at the rate established in Appendix IVD of the Salary Schedule.

G. Paid Holidays
The Board agrees to provide six (6) paid holidays to employees who are contracted to work ten (10) months, seven (7) paid holidays to employees who are contracted to work eleven (11) months, and nine (9) paid holidays to employees who are contracted to work twelve (12) months. When a paid holiday falls on a non-working day, the holiday shall be observed in accordance with federal guidelines and the district approved student/employee work calendar.

The Board agrees to designate the following paid holidays for employees. The established holidays are listed below.

**<u>10, 11 and 12 Month Employees</u>**

(1) Labor Day
(2) Veteran's Day (Observed)
(3) Thanksgiving Day
(4) Christmas Day (Observed)
(5) New Year's Day (Observed)
(6) Martin Luther King Day

**11 and 12 Month Employees Only**

(7) Good Friday

**12 Month Employees Only**

(8) Independence Day (Observed)

(9) Memorial Day (Observed)

Board Proposal
Original Language
December 13, 2017

## ARTICLE XXII
## INSURANCE

A. Beginning on September 15, 2012, the Board agrees to pay $258.49, per pay period, during each pay period when premiums are deducted from employees' pay, toward the premiums for coverage for comprehensive hospital-surgical-major medical insurance and 100% of the group life insurance policy, up to a maximum of $32.20 per year, for each full time employee contracted in at least a six-tenths (.6) allocated position or for six-tenths (.6) or more of each consecutive day for 60 days or more or for the balance of the school year. Any increase in the School Board's contribution to the insurance premium shall be effective only upon ratification of the contract. If a contract, with new premium contribution amounts, is not ratified by September 15th of each year, the previous year's School Board contribution rate will be considered the status quo.

B. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.

C. 1. An insurance committee shall be formed, one third (1/3) of which will be association representation. This committee will meet at least monthly during the school year unless voted upon by the committee as unwarranted. 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. Members are allowed to vote by signed proxy for another member of the committee. The chairperson will be empowered to vote only upon a tie 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

3. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. The purpose of this committee shall be to make recommendations to the School Board and the Association bargaining teams on matters pertaining to insurance as covered in this article.

4. The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.

D. An Employee Assistance Program, when funded by the Board, will be provided for all teachers with the following provisions:

1. To assure employee confidentiality, the Employee Assistance Program will be managed by someone who is not an employee of the Clay County School Board.
2. Costs of fitness for duty evaluations will be paid by the employer.
3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies.

CCEA Counter Proposal
October 9, 2017
T.A. – 10/9/17 @ 5:22 P.M.

## ARTICLE XXIII
## SICK LEAVE BANK

A. Committee
A sick leave bank shall be established for participating teachers. Such bank shall be administered by a committee composed of three (3) persons selected by the Association which shall adhere to all rules, laws and regulations in effect and with the terms of this contract as ratified or amended.

B. As used in this article, one day of leave shall mean the equivalent in hours.

C. Membership
1. Any teacher who has been employed a minimum of one (1) year in Clay County and who has an accumulation of a minimum of eight (8) days of sick leave on record shall be eligible for membership in the bank. Such membership and participation shall, at all times, be voluntary. Each new member ~~participating teacher~~ shall contribute one (1) day of earned sick leave during the first ~~thirty (30)~~ forty (40) working days of the 196-day contract year. This day shall not be returned to the teacher unless the bank fails to come into existence in accordance with the following rules. No further contributions to the bank shall be necessary except as provided below for the replenishment of the bank.
2. Members who are retiring shall be permitted to donate any portion of their unused sick leave days beyond the maximum accumulated days established for terminal pay.

D. Procedures and Audit
The Sick Leave Bank committee shall consult with and comply with procedures developed by the Human Resources Division and Business Affairs Division regarding the identifying and recording of contributions. These Divisions will provide the Association with verification of Sick Leave Bank enrollment to the extent practicable by December 15. Such record keeping and procedures shall be audited by these Divisions to insure compliance with regulations.

E. Bank Rules
1. The Sick Leave Bank shall have a minimum of two hundred fifty (250) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
2. In the event the balance of days on deposit is below two hundred (200) days at the start of the school year, all participating members shall contribute one (1) additional day during the first ~~thirty (30)~~ forty (40) working days of the 196-day contract year in order to replenish the bank to the level established in E. 1. above for reactivation. If the balance of days on deposit falls below one hundred (100) days during the school year, all participating members shall be asked to contribute one additional day to the Sick Leave Bank. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave. Any teacher not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (E. 2.) shall not be returned to the teacher unless the bank fails to be reactivated.
3. Use and Application
   a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the teacher will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for 3 or more months after the requirements of 3b and 3c (below) are met.

b. No member shall be eligible to use the bank until he/she has exhausted all ~~accumulated sick leave on record~~ leave, including annual leave.

c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent for a minimum of fifteen (15) consecutive work days.

d. ~~Any member applying for days from the Sick Leave Bank must have filed an application with the Board Human Resources for Extended Sick Leave/Family Medical Leave that has been received by the Human Resources Office and approved pending Board action. and received approval for such leave. Written notification to the Sick Leave Bank Committee will be made within 3 working days of the Personnel Office Human Resource's approval or disapproval.~~

d.e. Any member applying for days from the Sick Leave Bank must ~~file~~ have prior extended sick leave/family medical leave approval from Human Resources in order to file an application with the committee ~~an application~~. This application must be accompanied by a form filled out by the doctor which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the cost of the applicant. Written notification to the Sick Leave Bank Committee will be made within 3 working days of the Human Resource Office approval or disapproval. The committee will review the application and upon approval will notify the teacher and submit paperwork to the district office.

e. Modifications to initial Sick Leave Bank agreement to use partial days will require that a letter of request and physician's statement be submitted to the Sick Leave Bank Committee. The committee will review the addendum and respond in writing to the teacher and district office to approve or deny the requested modification.

f. No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.

g. No member shall be eligible to draw more than sixty (60) days from the bank during any school year. A member drawing leave from the bank, who is released by his/her doctor to return on a partial day schedule before his/her 60 days have been used, may draw partial days from the bank until he/she has used his/her entire sixty (60) days or until he/she is released to work full time by his/her doctor.

h. Part-time teachers (less than .6) shall not be eligible to draw leave from or contribute leave to the sick leave bank. However, teachers who participate in job sharing, are allocated ".5 and 1 day," and earn leave shall be eligible to participate in the sick leave bank.

i. Teachers who are members of the sick leave bank and then become part-time teachers (less than .6) can remain members of the sick leave bank but may not draw leave from the bank until they return to full time status (.6 or more).

4. Abuse

a. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.

b. The Sick Leave Bank Committee may review medical reports filed with the Superintendent's Office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days.

c. The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

~~5. Withdrawal From Sick Leave Bank~~

~~Teachers wishing to withdraw membership in the bank shall not have their contributed sick leave days returned.~~

F. Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for teachers to use this Sick Leave Bank.

**Board Proposal**
**Original Language**
**June 21, 2017**

T/A 6-21-17

## ARTICLE XXIV
## EMPLOYMENT CONDITIONS FOR ELEVEN AND TWELVE MONTH INSTRUCTIONAL EMPLOYEES

A. Eleven Month Employees/Ten and Eleven Month School Psychologists
   1. Employees who are contracted for an eleven (11) month position shall be contracted on the basis of a 216 day contract year. The calendar for these employees shall be the same as that established for ten (10) month employees with the exception of the beginning and ending dates of employment.
   2. With the exception of School Psychologists and Occupational/Physical Therapists, eleven month employees shall be paid a prorated amount based on their number of contract days times their daily rate of pay established from the salary schedule for teachers.
   3. Ten and eleven month School Psychologists and Occupational/Physical Therapists shall be paid a prorated amount based on their contract days times their daily rate of pay established from the applicable salary schedule.
   4. No annual leave shall accrue for ten or eleven month employees.

B. Twelve Month Employees
   1. Employees who are contracted for twelve (12) months shall work under the same calendar established by the School Board for twelve (12) month employees. These employees shall accrue annual leave and be eligible for additional paid holidays as established by the Board.
   2. Annual leave days for twelve (12) month employees shall accrue from the first month of employment at the rate of:
      a. One (1) day per month of employment for employees with less than five (5) continuous years of total employment with Clay County or other Florida county school system.
      b. One and one-fourth (1¼) days per month of employment for employees with at least five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.
      c. One and one-half (12) days per month of employment for employees with at least ten (10) continuous years of employment with Clay County or other Florida county school system.
   3. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 2 above for use only during the Christmas Holidays or the first four (4) work days in January as directed by the Superintendent.
   4. All annual leave days on record in excess of thirty four (34) shall be voided on each employee's record at the end of each fiscal year.
   5. Normally six (6) months of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his/her designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from 12-month employment, except as provided under subparagraph a, below. Employees may be required to take vacation leave during Christmas holidays or as directed by the Superintendent.
      a. Deferred Retirement Option Program (DROP) enrollees may elect to apply for and may receive either full or partial vacation lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the accrual rate they had attained prior to DROP enrollment, and may apply for a second lump sum payoff at the time of DROP termination, provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this Article.

b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.

c. 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 a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and timelines established by Business Affairs.

6. No more than ten (10) continuous days or thirty four (34) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.

C. All verified teaching and School Psychologist experience under contract or under a 310 agreement in public schools in the U.S. or U.S. territories or schools under Department of Defense/State jurisdiction, accredited private school experience or up to four years of clinical psychology experience as state licensed psychologist shall be used to determine the placement of School Psychologists on the salary schedule. As of July 1, 2001, up to 20 years of approved, verified teaching experience may be accepted for new hires. For each year accepted, documentation of a satisfactory performance evaluation must be provided. (Note: Prior to July 1, 2001, the maximum years of teaching experience accepted for new hires was 8 years.) Effective July 1, 2001, verified administrative experience in a public, private or parochial PK-12 school system may be included in the up-to-20 years of verified experience granted to a new hire. Approved private school experience beyond four (4) years shall be applied to salary, effective 7-01-97. Experience earned as a Clay County administrator, or, effective July 1, 2001, as a Clay County support employee may be credited to the School Psychologist for placement on the salary schedule. See Article XXVIII, Compensation, for experience granted to eligible Occupational and Physical Therapists and stipulations regarding college/university accreditation and experience, and private school accreditation and experience.

D. In the case of an emergency or for energy conservation, the Superintendent may recommend and the School Board may approve an extension of the scheduled day. However, the hours in the work week for bargaining unit employees shall not exceed the number of hours of a normal work week.

Board Counter Proposal
October 24, 2017

## ARTICLE XXV
## CLAY VIRTUAL ACADEMY

A. Clay Virtual Academy (CVA) full time instructors (defined as any employee who CVA assigns students) for a .6 or greater allocation will be provided a laptop with a 15 inch screen, a wireless printer (if needed and requested), a penpad (if needed and requested), ~~a headset with mic,~~ a cell phone and if requested a hot spot. Additional equipment or programs may be requested through the CVA Principal for the instructor's use in preparing and/or presenting lessons to students. Procedures for making equipment requests shall be described in the Employee Handbook in addition to all other policies governing CVA instructors request must be made in writing prior to September 1 of the school year or within 30 days of a new assignment or learning management system.

B. ~~When determining class size for full-time CVA instructors, the instructor workload, the number of classes and the pace of each class will be taken into consideration. At any time the instructor may request a review of their assigned classes and factors.~~ After being selected as a virtual instruction teacher, but prior to being assigned his/her first virtual instruction course, each teacher must complete training on providing virtual instruction through the professional learning program established by Clay Virtual Academy and/or its partners.

C. Secondary level class sizes will have a class cap based on ~~pacing guidelines~~. ~~The caps are:~~ the following:

   ~~a. 6 week pace: 230 students~~
   ~~b. 7-10 week pace: 193 students~~
   ~~c. 11-15 week pace: 173 students~~
   ~~d. 16-18 week pace: 153 students~~

   ~~Course preps for all full-time instructors will not exceed 5 within a semester unless requested by the teacher.~~

   a. 180 (1 class prep)
   b. 165 (2 class preps)
   c. 150 (3 class preps)
   d. 135 (4 or more class preps)

D. Elementary K-3 shall have a class cap of ~~21~~ 25 students per semester. Elementary 4-5 will have a class cap of ~~25~~ 30 students per semester. Combinations of K-3 and 4-5 teaching assignments shall be calculated proportionately. Initial enrollment and registration of students will not be the responsibility of a classroom teacher.

E. CVA instructors shall be given first priority to CVA summer classes/extended school year. Current teaching assignments, certification and CVA years must be taken into consideration.

F. ~~Full-time CVA instructors will be expected to report to the CVA campus, upon one week notification to attend necessary meetings such as, but not limited to: open houses, orientation, faculty meetings, professional development, testing and to address any other program needs that require the teacher's physical presence. CVA administration will cancel meetings that are not needed.~~ Teachers will be expected to report to their worksite location one predetermined day per week to attend faculty meetings, provide on-site visits to virtual learning labs at local schools, and address any other program needs that require the teacher's physical presence. Any additional meetings beyond the one predetermined day will require at least one week notification by administration. Instructional Personnel will be expected to report to their designated location to assist with the administration of required state and district assessments. Full time instructors will be expected to report to CVA campus upon 24 hour notification in the case of an emergency.

G. Full time CVA instructors shall work thirty-seven (37) hours and thirty (30) minutes each week as defined for full-time instructors in the CCEA contract. Teachers will be expected to establish weekly contact hours during which students and parents will be able to communicate verbally with the teacher. At least 40 percent of work hours should be set aside as contact hours. These hours will be set at the teacher's discretion to meet student needs. If the administration can show student needs are not being met, the hours will be adjusted. Teachers will be expected to return student and parent communication no later than the following school calendar day.

H. A committee will be formed ~~during the 2015-2016 school year~~ prior to each full contract negotiation cycle to address issues specific to virtual school. Notification will be sent to all CVA employees to solicit participation on this committee. CCEA may select one (1) K-5 teacher, one (1) junior high teacher, two (2) secondary teachers and one (1) instructional specialist. CVA may select one (1) K-5 teacher, one (1) junior high teacher, two (2) secondary teachers and one (1) instructional specialist. The committee will meet in the fall with CVA administration and a district administrator with future meetings to be determined by the committee. Recommendations from the committee will be submitted to CCEA, CVA administration, and district administration by April 15th for consideration.

J. CVA instructors will be expected to assist in the review and evaluation of curriculum. Participation in the development of curriculum shall be optional.

**Board Proposal**
**Original Language**
**June 12, 2017**

R3

T/A
6-12-17

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11:39 AM

## ARTICLE XXVI
## CONTRACT MONITORING

A. A committee composed of the Association president, at least one but no more than two (2) designees of the president, the Assistant Superintendent for Human Resources, and at least one but no more than two (2) designees of the Assistant Superintendent for Human Resources shall be created to deal with requests for contract compliance review and contract waivers, necessitated by new, innovative programs and/or school improvement efforts. When this committee deems it appropriate, teacher and school administration representatives may be invited to speak before the committee. This committee shall meet as necessary.

B. This committee shall have the authority to waive contract language for matters limited to a particular school or project for a period of time no longer than the remainder of the school year.

C. Any waivers or approvals granted by this committee will be reported to the bargaining teams during reopener negotiations. The continuation of any such waivers or approvals will be considered by the collective bargaining teams.

*~~2015-2017 Master Contract~~*

T|A 10-24-17

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**Board Proposal**
**Original Language**
**October 24, 2017**

## ARTICLE XXVII
## CONTRACT COMMITTEES

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 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

(f) 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
(g) To review legislation and research that impacts professional development
(h) To serve as a communication vehicle and advocate for professional development to the local school community
(i) Under no circumstances shall the Professional Development Council participate in the following activities:
    1. Development of a political agenda
    2. Development of a legislative platform
    3. Participation in any political action group or forum
    4. Advocate change by the Department of Education or State Legislature of any existing rule, policy or statute
    5. 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 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.
2. This committee shall meet at least monthly when necessary. 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)

Board Proposal 10/24/17

**ARTICLE XXVIII**

**COMPENSATION**

A. Experience

1. Up to 30 years of approved, verified 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. For each year accepted, documentation of a satisfactory performance evaluation must be provided. (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. Credit for private school teaching will not be granted for year(s) during which the employee taught without, at least, a bachelor's degree.
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 credit.
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 1st 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. ~~Effective with the 1998-99 school year, any teacher who receives an unsatisfactory rating in the final Clay Assessment System performance evaluation conference of the school year will receive the same salary in the next school year as he/she received during the unsatisfactory year of service. Such teacher will be ineligible for negotiated advancement on the applicable salary schedule (i.e. receipt of a step), regardless of stipulations in Section E. above. In addition, the teacher who receives such a rating will be ineligible for receipt of any negotiated increase in the actual value of a step on the applicable salary schedule. This salary freeze shall not apply to supplements, degree differentials or special compensation added to the normal contracted salary. This salary freeze will apply for, at least, the school year following the teacher's receipt of the unsatisfactory evaluation.~~

2. ~~If, during the frozen salary year, the teacher earns a satisfactory evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step.~~

3. ~~If the teacher referenced in 1. above receives satisfactory ratings in the final Clay Assessment System performance evaluation conferences of the two school years following the receipt of an unsatisfactory rating, the teacher will be eligible, the third year, for the salary step and/or step amount that would have applied had the teacher never earned an unsatisfactory rating.~~

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 N. 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 |

(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-month maximum, or, has fewer than the sixty-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. ~~Notwithstanding section I of this Article, for the 2015-16 school year (July 1, 2015-June 30, 2016), each full-time instructional personnel will receive a $500.00 gross salary increase with the increase to be distributed equally in the remaining paychecks between ratification of the contract and June 30, 2016. Full-time instructional personnel who work less than a full contract year will receive a prorated increase, once this contract is ratified, the Board will not be held liable for payment of the 30 minutes for PLCs that may occur after the ratification of this agreement. If the fourth calculation in the 2015-2016 school year indicates the District's reserve balance will be equal or exceed 3.00% of total revenue, as calculated by the Assistant Superintendent of Business Affairs, the parties will reopen negotiations.~~

N. 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 ~~2016-2017~~ 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 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 adjustment 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:

| **Instructional Personnel, Continuing Contract, PSC Teachers** | **Instructional Personnel on Annual Contract** (all personnel on annual contract as of July 1, 2014) |
|---|---|
| Highly Effective = 1.33 | Highly Effective = 1.34 |
| Effective = 1.33 | Effective = 1.0 |
| Needs Improvement or Unsatisfactory = .0 | Needs Improvement or Unsatisfactory = .0 |

   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)(1.33X) + (# of PPE) (X) + (# of PPHE)(1.34X)
   PPE = Performance Pay Effective
   PPHE = Performance Pay Highly Effective

5. Teachers who are on Probationary Contract will receive no base performance salary increase.

6. 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.

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

8. 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 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.

*Amendment 2016-2017*

T/A
10-24-17
RD

Board Counter Proposal
October 24, 2017

ARTICLE XXVIII
COMPENSATION

The Board proposes a total salary adjustment in the amount of $2,825,000 (which includes benefits) for all CCEA unit members for the 2017-2018 school year. The distribution of the salary adjustment will be in accordance with the parties' Performance Pay Formula, with the understanding that PSC/CC teachers will receive a minimum of $1,000. To be eligible the member must be employed by the District upon the date of ratification by both parties.

The Board proposes a total salary adjustment in the amount of $2,825,000 (which includes benefits) for all CCEA unit members for the 2018-2019 school year. The distribution of the salary adjustment will be in accordance with the parties' Performance Pay Formula, with the understanding that PSC/CC teachers will receive a minimum of $1,000. To be eligible for a salary adjustment, the member must be employed by the District and have received a final evaluation score from the previous year.

T/A
12-13-17

**Board Proposal**
**December 13, 2017**

T/A 12/13/17 7:41

~~APPENDIX VII~~ ARTICLE XXIX
PROCEDURES FOR OPENING/CLOSING A SCHOOL

New School Postings

1. New School postings shall be prior to the district PHASE I postings and shall occur immediately following the March School Board approval ~~not later than March 15th~~. This posting will be for ~~teaching~~ instructional and supplemental positions. Postings will close two weeks from when the position was posted.
2. All current t~~T~~eachers may apply~~ing~~ for positions at ~~from~~ the new school ~~posting must be in-county~~ and the new position is contingent upon reappointment. ~~CC, PSC, or AC recommended for PSC with three (3) continuous years in the district~~.
3. The principal of the new school shall notify applicants of decisions about postings within two (2) weeks of the close of the posting.
4. After the special "NEW SCHOOL" posting, the remaining positions will be posted in accordance with the phases and procedures for the district outlined in Article XII.

School Closures

In the event of a school closure, the rules as stated in Article XIII, Reduction In Force, Involuntary Transfers will be in effect.

## ARTICLE XXIX
## TERM OF AGREEMENT

This Agreement is signed and ratified on _____ . This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 2020. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY EDUCATONAL ASSOCIATION

_____
President

CLAY COUNTY SCHOOL BOARD

_____
School Board Chairman

# APPENDICES

# Student Centered, Teacher Led!

*If every member recruited ONE new member we will have 100% Membership!!!*
*Grow your Association and grow your power! Pledge to recruit at least ONE new member this year!!*

## *Clay County Education Association* Local 7408

### *Membership Application 2017-2018*

_____ XXX-XX- ____ ____ ____ ____
School or Work Site Social Security Number (last 4 digits)

Last Name _____ First Name _____ MI ____

Address _____

City _____ Florida Zip _____

Home Phone _____ Cell Phone _____

Personal (home) Email Address (emails of a political nature CANNOT be sent via school email)

_____

_____ **Payroll Deduction**
(initial here)

I hereby agree to pay, and authorize my employer to deduct, the dues and assessments described above as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect. I may cancel my membership and this authorization by providing thirty (30) days' written notice to the School Board and Association notifying them of such revocation as provided by law. Dues are $26.47 per pay period (annual dues of $635.28). Of that: $240.96 is paid to the National Affiliates (AFL-CIO, AFT, NEA). $224.57 is paid to our State Affiliate, FEA. Finally, $169.75 remains in the local unit with $5.00 of that going to CCEA's Local PAC.

_____ _____ _____
Signature Date Association Rep or Recruiter

Please, fax or mail to our office.

***Clay County Education Association*** Local 7408
3798 Old Jennings Road, Middleburg, Florida 32068
(O) 904-203-2092 (M) 904-778-5844 (F) 904-203-2999
Rennalee.paiva@floridaea.org www.clayeducation.org

## APPENDIX II
## OFFICIAL GRIEVANCE FORM

### SCHOOL DISTRICT OF CLAY COUNTY
### OFFICIAL GRIEVANCE FORM

Grievant(s): _____ School Year _____

School/Department: _____ Position _____

Date of Informal Meeting: _____

**Level I** *(Immediate Supervisor/County-Wide Supervisor)* **OR Level II Class Action** *(Assistant Superintendent for Human Resources)*

A. Date of Alleged Grievance: _____ Relates to Article(s) _____

B. Statement of Alleged Grievance:

_____

_____

_____

_____

C. Relief Sought: _____

_____

_____

D. I certify the statements made above are accurate and that the grievance rules outlined in Article V, Grievance Procedure, of the Master Contract have been followed and understood.

_____ _____

Signature of Employee(s) Date

E. Disposition:

Date of Formal Meeting: _____

_____

_____

Case No. _____

*Human Resources Use Only*

_____ _____ _____

Signature Title Date

Copies: (1) Next Level (Original) (2) Association (3) Grievant (4) Human Resources

**Level II** *Superintendent or Designee (Assistant Superintendent for Human Resources)*

F. Dates: Hearing Date Notification: _____ Formal Hearing: _____

G. Disposition: _____

_____

_____

_____ _____ _____

Signature Title Date

Copies (1) Association (2) Grievant (3) Supervisor Level I (4) Human Resources

**Level III:** *(Arbitration)*

H. Person Making Request: _____ Association Rep. Yes / No

I. Date of Request: _____ (Received by Superintendent or Designee (Assistant Superintendent for Human Resources)

*Date Stamp Here*

HRD-2-4011 E. 01/08/2018

# APPENDIX IIIA
# APPLICATION TO TRANSFER

| SCHOOL DISTRICT OF CLAY COUNTY | APPLICATION TO TRANSFER |
|---|---|

## SECTION I - APPLICANT

NAME: _____ SOCIAL SECURITY NO.: **XXX** - **XX** - __ __ __ __

PRESENT SCHOOL: _____ DATE OF APPLICATION: _____

PRESENT ASSIGNMENT: _____ SCHOOL/DEPT. SOUGHT: _____

ASSIGNMENT SOUGHT: _____ CHECK ONLY ONE: ☐ Posted Vacancy ☐ Summer Pool

REASON FOR TRANSFER REQUEST: _____

DATE OF LAST TRANSFER: _____ SIGNATURE OF APPLICANT: _____

## SECTION II - RECEIVING SUPERVISOR

☐ APPROVED ☐ DENIED _____ DATE: _____
RECEIVING SUPERVISOR SIGNATURE

_____ _____ _____
EFFECTIVE DATE (START DATE) DOE JOB CODE JOB LOCATOR NUMBER

IF APPROVED, GIVE BUDGET CODES FOR POSITION BEING FILLED:

____ ____ ____ ____ ____ ____
COST CTR FUND FUNCT OBJ PROJ PROG SUBJECT/JOB TITLE: _____

NAME OF PERSON BEING REPLACED: _____ ☐ NEW POSITION

My signature certifies that no conflict of interest, as defined by Board Policy 2.02, is created by this recommended actions.

Principal/Director/Asst. Supt.: _____ Date: _____

## SECTION III - LOSING SUPERVISOR

☐ APPROVED ☐ DENIED _____ DATE: _____
LOSING SUPERVISOR SIGNATURE

_____ _____ _____
LAST WORK DATE DOE JOB CODE JOB LOCATOR NUMBER

Does the applicant receive a supplement? Yes_____ No _____ If yes, will the applicant keep present supplement in your school? Yes _____ No _____. If no, attach the resignation letter with Transfer Form. If yes, List the supplements the applicant will keep in your school: _____.

IF APPROVED, GIVE BUDGET CODES FOR VACANCY CREATED:

_____ _____ _____ _____ _____ _____ SUBJECT/JOB TITLE: _____
COST CTR. FUND FUNCT. OBJ. PROJ. PROG.

## SECTION IV - DISTRICT APPROVAL DENIAL

As the Superintendent=s designee, I hereby authorize the employment of and salary payment to the above named individual pending board action. His/her name will be submitted to the Superintendent for recommendation to the School Board for approval at the _____Board meeting. F.S. 230.33(7) and F.S. 230.23(5).

☐ APPROVED ☐ DENIED _____ _____
SIGNATURE DATE

COPIES TO: ☐ ASSOCIATION ☐ LOSING SUPERVISOR
☐ RECEIVING SUPERVISOR ☐ APPLICANT

**DATE RECEIVED**

HRD-2-4059 E 03/14/2017

## APPENDIX IIIA (continued)
## INSTRUCTIONS for APPLICATION TO TRANSFER

**INSTRUCTIONS: EMPLOYEE (See applicable contract provisions.)**

**A. Application to Transfer to Posted Position. (Other than summer pool.)**

1. Complete each item in Section 1.
2. Forward copy 3 to the Human Resources Division and copy 4 to the Association.
3. Contact the Receiving Principal/Supervisor
4. Take the original and 2nd copy to the Receiving Principal/Supervisor.
   Option: You may attach resume= or job qualifications to the form.
5. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.
6. The Principal's/Supervisor's action is final. The transfer request terminates if a negative determination is made.

**B. Application to Transfer for Listing in Summer Pool**

1. Complete Section I. You may list a School/Department sought or leave blank.
2. Forward the original, copy 2 and copy 3 to the Human Resources Division, and copy 4 to the Association.
3. After the Human Resources Division returns the original and copy 2 with instructions, pursue the transfer in this manner:
   a. Contact the Receiving Principal/Supervisor.
   b. Take the original and the 2nd copy to the Receiving Principal/Supervisor.
   c. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.
4. The Principal's/Supervisor's action is final. The transfer request terminates at this point if a negative determination is made.
   NOTE: A new form must be initiated if a request has been denied and further consideration is requested.

**INSTRUCTION: PRINCIPAL/SUPERVISOR (See applicable contract provisions.)**

**A. Receiving Principal/Supervisor**

1. When contacted by an employee for a transfer, give the employee due consideration (see contract).
2. Retain the original and 2nd copy as presented by the employee. Complete Section II if approved by you, and if denied, mark only denied and sign.
3. If approved by you, forward both copies to the losing Principal/Supervisor. If denied by you, forward both copies to the Human Resources Division.
4. Notify all applicants in writing of action taken.

**B. Losing Principal/Supervisor**

1. If the Receiving Principal forwards approved transfer forms (original and 2nd copy) to you, complete Section III completely if you approve, or if denied, only mark denied and sign.
2. Approve you approve or deny the transfer, forward both copies to the Human Resources Division.
3. Notify your employee of action taken.

# APPENDIX IIIB

## SCHOOL DISTRICT OF CLAY COUNTY
## APPLICATION FOR SHORT TERM MILITARY LEAVE

### I Instructions

INSTRUCTIONAL AND ADMINISTRATIVE EMPLOYEES:
"...When school employees enter voluntarily into active duty in any of the armed services for temporary duty, training duty, or extended periods of service, military leave may be granted at the discretion of the school board, and except in unusual cases, shall not be given to members of the instructional and administrative staff at a time when they are expected to be engaged in the work of their profession..." (SBER 6A-1.083)

**PLEASE ATTACH A COPY OF YOUR ORDERS AND REQUEST SIGNATURE OF YOUR UNIT COMMANDER BELOW.**

### II Request

Please complete information requested.

Name:_____ Social Security #: XXX – XX - _____

School/Dept.:_____ Position:_____ Date:_____

Date leave begins _____/_____/_____ Time: _____a.m. _____p.m.

Date leave ends _____/_____/_____ Time: _____a.m. _____p.m.

Date returning _____/_____/_____ Time: _____a.m. _____p.m.

TOTAL NUMBER OF HOURS REQUESTED _____ Destination/Location_____

Purpose/Reason_____

I understand the provisions of the leave requested and certify statements made are correct and accurate. I understand that my leave can be granted only with prior approval of my Supervisor and Superintendent.

_____ _____
Signature of Employee Date

### III Unit Commander

I hereby attest that the above named individual has not volunteered for this duty/training, and, if such orders are for training, I attest that no other training opportunities are available for this individual that meet the requirements of the State Board of Education rule 6A-1.083.

_____ _____
Commander of Reserve/National Guard Unit Date

### IV Approval

_____ _____
Signature of Supervisor Date

_____ _____
Signature of Superintendent/Designee Date

Keyed by:_____

Date:_____ Agenda Date:_____

COPIES: White - Human Resources Yellow – Supervisor Pink - Employee

HRD-1-4183E 09/03/2018

## APPENDIX IV A
## ENTRY SALARY SCHEDULE 2017-2018

**Regular Bachelor's Schedule (196 days)**

| Entry Experience | Level | Salary Schedule |
|---|---|---|
| 0 | 1 | 38,000 |
| 1,2,3 | 2 | 39,000 |
| 4,5,6 | 3 | 40,000 |
| 7,8,9 | 4 | 41,000 |
| 10,11 | 5 | 42,000 |
| 12 | 6 | 43,000 |
| 13,14 | 7 | 44,000 |
| 15 | 8 | 45,000 |
| 16,17 | 9 | 46,000 |
| 18 | 10 | 47,000 |
| 19 | 11 | 48,000 |
| 20 | 12 | 49,000 |
| 21 | 13 | 50,000 |
| 22 | 14 | 51,000 |
| 23 | 15 | 52,000 |
| 24 | 16 | 53,000 |
| 25 | 17 | 54,000 |
| 26 | 18 | 55,000 |
| 27 | 19 | 56,000 |
| 28+ | 20 | 57,000 |

*2018-2020 Amendment*

# ENTRY SALARY SCHEDULE
# SCHOOL PSYCHOLOGISTS –2017-2018

**Bachelor's Level**

**(196 Day)**

| Entry Experience | Salary | Level |
|---|---|---|
| 0 – 1 | 42,000 | 1 |
| 2 | 43,000 | 2 |
| 3 – 4 | 44,000 | 3 |
| 5 | 45,000 | 4 |
| 6 – 7 | 46,000 | 5 |
| 8 | 47,000 | 6 |
| 9 | 48,000 | 7 |
| 10 | 49,000 | 8 |
| 11 | 50,000 | 9 |
| 12 | 51,000 | 10 |
| 13 | 52,000 | 11 |
| 14 | 53,000 | 12 |
| 15 | 54,000 | 13 |
| 16 | 55,000 | 14 |
| 17+ | 56,000 | 15 |

*2018-2020 Amendment*

## ENTRY SALARY SCHEDULE
## OCCUPATIONAL AND PHYSICAL THERAPIST 2017-2018

| Entry/Experience | Level | Salary |
|---|---|---|
| 0 | 1 | 46,000 |
| 1 | 2 | 48,000 |
| - | 3 | 50,000 |
| - | 4 | 52,000 |
| - | 5 | 54,000 |
| - | 6 | 56,000 |
| - | 7 | 58,000 |
| 2 | 8 | 60,000 |
| - | 9 | 62,000 |
| 3 | 10 | 64,000 |
| - | 11 | 66,000 |
| 4 | 12 | 68,000 |
| - | 13 | 70,000 |
| 5-6 | 14 | 72,000 |
| 7-9 | 15 | 74,000 |
| 10 | 16 | 76,000 |
| - | 17 | 78,000 |

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 ~~14~~16.

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.

*2018-2020 Amendment*

## ENTRY SALARY SCHEDULE
## ATHLETIC DIRECTORS 2017-2018

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 | 45,000 |
| 1 | 2 | 46,000 |
| 2,3,4 | 3 | 47,000 |
| 5,6 | 4 | 48,000 |
| 7,8,9 | 5 | 49,000 |
| 10 | 6 | 50,000 |
| 11,12 | 7 | 51,000 |
| 13 | 8 | 52,000 |
| 14 | 9 | 53,000 |
| 15 | 10 | 54,000 |
| 16 | 11 | 55,000 |
| 17 | 12 | 56,000 |
| 18 | 13 | 57,000 |
| 19 | 14 | 58,000 |
| 20 | 15 | 59,000 |
| 21 | 16 | 60,000 |
| 22 | 17 | 61,000 |
| 23 | 18 | 62,000 |
| 24 | 19 | 63,000 |
| 25+ | 20 | 64,000 |

## APPENDIX IV B
## SALARIES - DEGREE DIFFERENTIALS

**Degree Differentials shall be as follows:**

A. **196 Day Teachers (See Below For School Psychologists)**

Master's or higher degrees reflected on official transcripts

| | |
|---|---|
| Master's Degree | $2000 |
| Specialist Degree | $2700 |
| Doctorate Degree | $3300 |

B. **196 Day School Psychologists**
Note: To receive the differential, the official transcript must reflect field of School Psychology and the appropriate level for the differential.

Master's or higher degrees reflected on official transcripts

| | | |
|---|---|---|
| Master's Degree | $2000 | |
| Specialist Degree | $2700 | (Must hold Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology) |
| Doctorate Degree | $3300 | (Must hold Doctorate degree) |

C. Teachers or School Psychologists With Contracts Over 196 Days: Amount Listed Above Will Be Pro Rated Based On The Actual Number Of Contract Days.

D. It is the responsibility of the individual claiming eligibility for degree differential compensation to supply all information required by the Human Resources Division to establish eligibility.

E. The Master's or higher degree must be granted from a college or university recognized as accredited by the State department of education, at the time the degree was granted.

## APPENDIX IV C
## SALARIES – PAY DIFFERENTIALS

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 (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 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 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 $10.00 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 $10 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 (6th) 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. Adult and Community Education Teachers~~

~~1. FTE Courses~~

~~Effective July 1, 2005, Teachers of FTE Courses which require certificated teachers shall be paid at their hourly base rate based on the 196 day contract salary for regularly contracted teachers in Clay County up to a maximum of $26./hour. Teachers of FTE courses in 1998-99 whose pay was greater than $20/hour in 1998-99 shall be frozen at the 1998-99 hourly rate as long as they continuously teach adult education FTE classes. Teachers who are not regularly contracted to teach in Clay County will be placed on the beginning (0 year) salary on the adopted schedule for teachers.~~

~~Teachers who have retired or resigned with satisfactory evaluation from the Clay County School System shall continue to receive the base rate based on their last 196-day contract salary (minus supplements) up to a maximum of $26./ hour or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater.~~

~~2. Effective July 1, 2006, Teachers of Fee Base Noncredit Courses (Community Education):~~

~~$26.00 per hour~~

~~More than $26.00 per hour if recommended by the Supervisor, based on the fee charged, course demands, and Board approval.~~

~~3. Teachers working in an adult and community education program during a summer term shall be paid at the same rate of pay established in this subsection which was in effect during the school year preceding the summer term and will remain in effect until the completion of summer school.~~

~~4. Teachers of high school completion and GED classes shall be paid at their hourly rate, up to $26.00 per hour beginning July 1, 2006.~~

F~~G.~~ Special Compensation:

1. Critical Teacher Shortage Areas
   Critical teacher shortage areas shall be identified on or before July 1st 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 (0 year experience, Level A) of the teachers' Salary Schedule, 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 . . . . . .15.00
     Speech Clinicians who hold a state license in the area of speech pathology must

provide the documentation of a valid state license.

- Emotional/Behavior Disorders (E/BD), Autistic Spectrum Disorders (ASD), E/BD Self Contained, IND, VI, HI, PI, AIMS and Specially Designed Adaptive P.E.. . ..... . ..... 8.00

- 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.

## APPENDIX IV D
## SALARIES - ROTC INSTRUCTORS

A. Salaries will be based on the greatest amount of 1 or 2 below and will be paid in 24 bi-monthly installments.

1. The 11-month teachers' salary schedule for ~~2013~~-2014 2017-2018 or
2. 11/12 of the annual salary submitted by the U.S. Navy based on the active duty pay less the retired pay for those ROTC personnel employed.

B. Summer school employment will be contingent on need and pay will be in addition to that agreed upon in Item A above. Summer pay will be based on the established rate at the time of the summer contract in the same manner as figured in Step A above and this additional time will be reported to the Navy as such.

C. All vouchers will be co-signed by the County Office and all checks for reimbursement will be sent directly to the Office of the Superintendent. The Navy shall be notified of this by the officers of the school NJROTC units.

## APPENDIX V
## SALARIES – ACADEMIC AND ATHLETIC DIFFERENTIATED PAY SCHEDULE

Note: Supplements will be calculated using a base amount of $35,000.00. Principals will not split supplemental postings. Any splitting of supplements will be initiated by the teachers intending to split the supplement.

**ACADEMIC SUPPLEMENTS:**

The following supplements will be allocated to the respective schools as a maximum amount which shall be used to pay one or more individuals sponsoring the indicated activity. Unless otherwise indicated, supplemental salary is to be paid in equal installments. Classroom Teacher Department Heads, ESE, Resource Department Heads, and Specialists are Academic Coordinators. All other supplements are Extracurricular Activities. "END" supplements will be paid upon completion of the activity and written recommendation of the principal. Any production must be performed before the public and will consist of a full length play.

| Supplement | Method of Payment | Percent |
|---|---|---|
| Academic Coach, Local School | END | 5.4 |
| Academic Coach, District | Equal | 7.5 |
| Activities Program Coordinator, JH | Equal | 13.0 |
| Annual Staff, HS | Equal | 8.0 |
| Annual Staff, JH | Equal | 6.5 |
| Band Director, HS *(Minimum of two major performances; football games; district marching festival; solo and ensemble; concert band and state festivals when applicable.)* | Equal | 13.5 |
| Band Director, JH (*Minimum of four performances; solo and ensemble; district concert festival; pep band)* | Equal | 7.5 |
| Band End of Year Supplement *(Two additional major festivals – three community events Equals one major event* | END | 1.5 |
| Bayard Point Sponsor | Equal | 4.1 |
| Choral Director HS/JH *(Minimum of four separate performances per year; district solo and ensemble and concert festivals)* | Equal | 7.5 |
| Choral Director End of Year Supplement *(Two additional major festivals: 3 community events equals one major event)* | END | 1.5 |
| Co-Curricular Club | Equal | 4.1 |
| Core Team Leader Elementary | Equal | 1.5 |
| Core Team Leader Secondary | Equal | 2.75 |
| Dance Team Sponsor HS | Equal | 6.0 |

| Supplement | Method of Payment | Percent |
|---|---|---|
| Dance or Drill Team Sponsor JH | Equal | 4.7 |
| Debate Team<br>*(Must include formal competitions outside of school setting)* | END | 3.1 |
| Department Head (3-5 teachers) | Equal | 6.0 |
| Department Head (6-10 teachers) | Equal | 6.5 |
| Department Head (11-16 teachers) | Equal | 7.0 |
| Department Head (17-20 teachers) | Equal | 7.5 |
| Department Head (21 or more teachers) | Equal | 8.0 |
| Directing Teacher of School Interns | END | 3.0 |
| Director of Junior or Senior Class Play (Per major performance) | END | 1.3 |
| Discretionary Supplement<br>~~*(All levels; identified by the school through the School Improvement Plan)*~~ | END | 1.5 |
| District Music | END | 3.6 |
| Drama HS | END | 6.0 |
| Drama JH | END | 3.1 |
| Drill Team Sponsor HS | Equal | 6.0 |
| Elementary Technology Coach | Equal | 6.0 |
| Secondary Technology Coach | Equal | 8.0 |
| Elementary Performance/Production<br>***(Music Teachers Will Be Given Priority:*** *minimum of two separate productions And includes planning, practice, advertising, etc.)*<br>*NOTE: This supplement may be used a maximum of three times per school.* | END | 1.5 |
| Elementary Track Meet Coordinator | END | 3.6 |
| ESE Intervention Committee Facilitator ~~(IDEA funded)~~ | Equal | 3.1 |
| Flag Corps Sponsor | Equal | 3.2 |
| Freshman Class Sponsor ~~(and 8th grade at GCSJH)~~ | Equal | 2.6 |
| Future Educators Club | Equal | 2.75 |
| Junior Class Sponsor | Equal | 4.75 |
| Majorette Sponsor | Equal | 3.2 |
| Math Field Day Coordinator, District | END | 3.6 |
| Math Team *(Must include formal competitions outside school setting)* | END | 3.1 |
| National Beta Club Sponsor | Equal | 4.1 |
| National Junior High Honor Society Sponsor | Equal | 3.1 |

| Supplement | Method of Payment | Percent |
|---|---|---|
| National Honor Society Sponsor | Equal | 4.1 |
| Newspaper Staff HS | Equal | 4.1 |
| Newspaper Staff JH | Equal | 2.5 |
| Peer Teacher *(With Portfolio requirement)* | Equal | 6.0 |
| Safety Patrol Elementary | Equal | 2.1 |
| Science Fair Coordinator, District | END | 6.0 |
| Science Fair Coordinator, Local School | END | 3.6 |
| Senior Class Sponsor | Equal | 4.25 |
| Sophomore Class Sponsor | Equal | 2.75 |
| Specialist, 10-Month | Equal | 6.0 |
| Specialist, 11-Month | Equal | 6.6 |
| Specialist, 12-Month | Equal | 7.9 |
| Special Olympics Coordinator | END | 6.0 |
| Spelling Bee Coordinator, District | END | 3.6 |
| Student Council Elementary | Equal | 1.5 |
| Student Council HS | Equal | 4.1 |
| Student Council JH | Equal | 3.6 |
| Support Peer Teacher *(Without portfolio requirements)* | Equal | 4.0 |
| ~~Title I Supplemental Ed.Svc. (SES) On-site Facilitator Title I funded~~ Title I Lead Teacher/Department Head | Equal | 6.0 |
| Very Special Arts Coordinator | END | 3.1 |

**ATHLETICS**

** 1. Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. A supplement will be prorated if a coach quits prior to completion of the season. No more than three (3) athletic supplements may be paid to a single individual without approval of the Superintendent and documentation that all resources have been exhausted.

Exceptions – Football supplements will be paid as follows:

75% at end of playing season

25% at end of spring practice

2. Athletic Coach Certification: All Coaches must possess a valid part-time athletic coaching or full-time professional Educator's certificate from the State of Florida. A copy of the certificate or a copy of a completed application for the certificate, with evidence that all requirements for certification have been met, must be presented prior to student contact. Head coaches, athletic directors, and junior high/middle school activities program coordinators who have the Florida certification endorsement as Athletic Coach in addition to their regular teaching certification will receive 1.0% of the base salary, in addition to their athletic supplement upon presentation of the certification endorsement.

| Supplement | Method of Payment | Percent |
|---|---|---|
| Athletic Coaching Endorsement (Head, Athletic Directors, JH, School Programs Coordinators with athletic coaching endorsement) | END | 1.0 |

| Supplement | Method of Payment | Percent |
|---|---|---|
| Baseball, Head HS | END | 12 |
| Baseball, Assistant HS | END | 7 |
| Baseball, JV Head HS | END | 8 |
| Baseball, Head JH | END | 6 |
| Baseball, Assistant JH | END | 5 |
| Basketball, Head HS | END | 13.6 |
| Basketball, Assistant HS | END | 8 |
| Basketball, JV Head HS | END | 6.85 |
| Basketball, Head JH | END | 6.85 |
| Cheerleading, Head Varsity | Equal | 12 |
| Cheerleading, Head Junior Varsity HS | Equal | 9 |
| Cheerleading, Head JH | Equal | 9 |
| Cross Country, Head HS | END | 6 |
| Flag Football, Head HS/JH/M | END | 6 |
| Football, Head HS | END | 18.2 |
| Football, Assistant HS | END | 11.55 |
| Football, JV, Head HS | END | 12 |
| Football, Head JH | END | 10 |
| Football, Assistant JH | END | 9.1 |
| Golf, Head HS | END | 6.5 |
| Intramural Program Sponsor JH | END | 5.15 |
| Intramural Program Sponsor JH Assistant | END | 4.7 |
| Rhythmic Gymnastics, Head HS/JH/M | END | 6 |
| Soccer, Head HS | END | 10 |
| Soccer, Assistant HS | END | 6 |
| Soccer, Head JV HS | END | 7 |
| Soccer, Head JH | END | 6 |
| Soccer, Assistant JH | END | 5.15 |
| Softball, Head HS (Fast Pitch) | END | 12 |
| Softball, Assistant HS (Fast Pitch) | END | 7 |

| | | |
|---|---|---|
| Softball, Head JV (Fast Pitch) HS | END | 8 |
| Softball, Head JH (Fast Pitch) | END | 6 |
| Softball, Assistant JH (Fast Pitch) | END | 5 |

| **Supplement** | **Method of Payment** | **Percent** |
|---|---|---|
| Softball, Head HS (Slow Pitch) | END | 7 |
| Softball, Assistant HS (Slow Pitch) | END | 6 |
| Softball, Head JH (Slow Pitch) | END | 6 |
| Softball, Assistant JH (Slow Pitch) | END | 5 |
| Swimming, Head HS | END | 10 |
| Swimming, Head JH | END | 5.15 |
| Tennis, Head HS | END | 7 |
| Track, Head HS | END | 10 |
| Track, Assistant HS | END | 7 |
| Track, Head JH | END | 6 |
| Track, Assistant JH | END | 5.15 |
| Volleyball, Head HS | END | 10 |
| Volleyball, Assistant HS | END | 7 |
| Volleyball, Assistant JH | END | 5.15 |
| Volleyball, Head JV | END | 6 |
| Volleyball, Head JH | END | 6 |
| Weightlifting, Head HS | END | 7 |
| Weightlifting, Head JH | END | 6 |
| Wrestling, Head HS | END | 10 |
| Wrestling, Assistant HS | END | 7 |
| Wrestling, Head JH | END | 5.15 |

*2018-2020 Amendment*

## APPENDIX VI
## MENTORING BONUS GUIDELINES

**Definition:** Mentoring, for the purpose of the Dale Hickam Excellent Teaching Program, shall be defined as giving instruction, direction, or counsel to Florida public school teachers on an individual or group basis who are not National Board Certified. In short, Nationally Board Certified Teachers may mentor teachers who may or may not be National Board applicants, including hers in low performing schools and new teachers. (Implementation contingent on continued funding authorization by the Florida legislature.)

### Mentoring and Other Related Services Requirements:

- must provide related services which includes instruction in helping teachers work more effectively with the families of their students;
- must meet the requirements for gaining the certification bonus;
- must hold a valid Florida certificate that has never been subject to discipline as a result of a final order of the Education Practices Commission after a formal, informal or show cause hearing or settlement agreement;
- may not claim preparation time for any mentoring activity;
- may not claim travel time;
- may not claim time spent attending professional development conferences except the actual time an NBC spent presenting to Florida public school teachers during non-student contact hours;
- Mentoring can be conducted face-to-face, by telephone, by e-mail, online, within the district, outside the district, but within the state; if mentoring is conducted by e-mail or on-line, documentation must be provided;
- may not claim any mentoring activities completed while on approved or unapproved leave;
- may not mentor out-of-state teachers;
- Mentoring activities may not be counted when a stipend is paid for service rendered (i.e. activities performed as a supplemented peer teacher for beginning teachers, department head, team leader, etc.).
- may not claim mentoring activities provided to pre-intern, interns, or other college students;
- must be officially employed under an instructional contract and have received a satisfactory instructional appraisal on the most current Florida instructional appraisal instrument, pursuant to F.S. 1012.34;
- must equal a total of twelve workdays (94 hours) of the mentor's time outside of the

student contact hours of the regular school day; This 94-hour requirement applies regardless of whether an individual or group are mentored.

- must be provided to Florida public school teachers who do not hold NBPTS certification;
- may not be provided during the student contact hours during the 196 days of required service for the school year;
- must be provided by a Clay County teacher holding a valid NBPTS certificate;
- must be provided by a teacher who has demonstrated satisfactory teaching performance on the most recent regular performance appraisal;
- may provide mentoring services to an NBPTS candidate in any certificate area;

**Examples of Approved Mentoring and Related Service Activities:**

- providing mentoring/support activities for beginning teachers participating in the Teacher Induction Program or Alternative Certification Program, as long as the NBC does not receive a stipend for these activities which occur outside of the NBC's student contact hours.
- counseling with other teachers regarding teaching performance including assisting teachers in the development of teacher-made materials and supplemental classroom materials for use by these teachers
- conducting workshops for teachers outside of the student contact hours of the regular school day
- providing assistance to NBPTS candidates through participating in a support team
- participating in NBPTS training workshops that occur outside of the student contact hours of the school day
- assisting other teacher(s) in doing Internet research for use in preparing exemplary lesson plans to be shared with other teachers. Research must be related to a product and must be shared.
- meeting individually with NBPTS candidates
- conducting or assisting in providing, after student contact hours, beginning teacher workshops and orientations
- reviewing videotaped lessons presented by other teachers for peer review
- reviewing an NBPTS candidate's portfolio materials
- responding to questions from other Florida public school teachers on LISTSERVE web-site. Web-site address must be listed on mentoring log
- any mentoring activities conducted by e-mail or online must be accompanied by appropriate documentation (i.e. print screen copy of e-mail or on line contact)

Mentoring activity hours can be accrued for assistance provided to individual teachers or assistance provided to groups; however mentoring hours cannot be multiplied by the number of teachers attending (For example, a workshop conducted from 4:00 - 6:00 p.m. can only count for two hours of mentoring even if 20 teachers attend during this session)

**Procedures for Appointment of Mentors and Logging Mentoring Hours**

Teachers are eligible to serve as mentors on the day they are notified of their successful achievement of the NBPTS certification. The Mentoring Log (see attached) must be completed and submitted to the District

Contact by the pre-established deadline. All mentoring hours must be logged on this form (you may make multiple copies of the blank form provided).

X Teachers interested in mentoring should contact the District Contact to secure a Mentoring Proposal Form.

X Prospective mentors should complete the Mentoring Proposal form (with their Principals signature) and forward the form to the District Contact for approval.

X The District Contact will approve the completed form, confirm the applicant's eligibility to participate and arrange for the mentor to be approved by the School Board. The approved Mentoring Proposal Form, a letter informing the teacher of the School Boards approval and a blank Mentoring Log will be returned to the mentor.

X The Mentoring Proposal Form must be approved by the District Contact prior to beginning the mentoring activity. Any changes to the proposal, after mentoring begins, must be approved before being implemented. Upon written notification of approval by the District Contact, the approved mentoring activities may begin to be logged on the Mentoring Log.

X Mentoring activities may be conducted beginning June 1, through a deadline date established by the District Contact. Mentoring logs must be submitted to the district contact by the established district deadline in order for the bonus payment to be processed by the state for payment no later than June 30.

X As approved mentoring activities occur, the mentor will log the activities on the Mentoring Log and secure the signature of the teacher (or group representative) mentored. When the form is completed, the mentor should sign the certifying statement at the bottom of the form before forwarding it to the District Contact.

X National Board Certified teachers should keep a copy of all proposal forms, mentoring logs and other mentoring documentation submitted to the district contact.

X Upon receipt of the completed Mentoring Log, the District Contact will verify that the activities are acceptable, that the form is completed properly and approve the mentoring hours submitted.

X After the District Contact has approved the form he/she will secure the Superintendent's signature on the mentoring bonus form which will then be forwarded to Tallahassee requesting a transfer of bonus funds to the district. The District will pay the mentoring bonuses after the funds are received from the DOE.

CLAY COUNTY SCHOOLS
FLORIDA EXCELLENT TEACHER PROGRAM
MENTORING PROPOSAL

**NBPTS MENTORS NAME:** _____

**SCHOOL/DEPARTMENT:** _____ **HOME PHONE:** _____

**After having reviewed the district Mentoring Bonus Guidelines memo, I am proposing the following mentoring activities for approval by the District Contact:**

**Anticipated Date/Time of Projected Mentoring Activities:** _____

**Name of Teacher/Group to Receive Services** _____

**Description of Projected Mentoring Activities:**

_____

_____

_____

_____

_____

_____

_____

_____

**If more space is needed please continue on the back of this page

**I have reviewed this proposal and am aware of this teacher's participation in the Mentoring Bonus program.**

**Signature of Mentors Principal:** _____ **Date:** _____

**DISTRICT CONTACT ACTION:**

**Approved**_____ **Disapproved**_____ **More information needed**_____

**District Contact Signature:** _____ **Date:** _____

** **IF THERE ARE ANY CHANGES IN MENTORING ACTIVITIES, AFTER APPROVAL BY THE DISTRICT CONTACT, PLEASE SUBMIT A WRITTEN AMENDMENT BEFORE BEGINNING THE NEW ACTIVITY.**

## CLAY COUNTY SCHOOLS – MENTORING LOG
## FLORIDA EXCELLENT TEACHER PROGRAM

**Date Mentoring Proposal Submitted to District:** _____

**Last name, First name** _____ **School/Department** _____

| Date of Service (Month/Day/Year) | Day of Week | Time of Service ____ to ____ (Note AM or PM) | Number of mentoring hours | Description of mentoring/related services | Name of Teacher(s) mentored | Signature of Teacher/Group Rep. Mentored |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |

TOTAL HOURS _____

I hereby certify that I have provided mentoring or related services to the above public school teacher(s) which were not completed during the regular school day or during the 196 days of required service.

_____ _____
Signature of Mentor Date

_____ _____
Approved: District Contract's Signature Date

MIS IERD-24262

## APPENDIX VIII
## REDUCTION IN FORCE: AFFECTED SUBJECT AREAS

The "current teaching assignment" or the "affected subject area" are identified as teaching areas subject to reduction and are as follows:

- Elementary Basic Education (K-6 or K-5) counts as one grade level and one single affected area. Reading Coaches and Math Coaches are included in this affected subject area. Instructional Technology is also included in this area provided the teacher holds elementary certification.

- K-12 Subject Area Specializations: (Music, Art, Educational Media Specialist, P.E., Guidance, secondary Networking Specialist, and ESOL) are identified separately by each specialization/subject area.

- ESE Specific Subject Areas: (Speech/Language Impaired, Specially Designed Physical Education, Pre-K Disabilities, Homebound, Support Facilitator, Strategic Intervention, ESE Specialist, Gifted, Inclusion, ESE Alternative, Intellectually Disabled-E, Intellectually Disabled-T, Intellectually Disabled-P, E/BD, SED, VE/LI, HI, VI, PI, and OT) are identified separately by each subject area.

- Secondary Education Specific Subject Areas: (Social Studies, Language Arts, Math, Science, and Reading) are identified separately by each specific subject area.

- Other Subject Areas: (Individual Foreign Languages, Business Education, Agriculture, Family and Consumer Science, Marketing, Technology Education, Driver's Education, Humanities, Journalism, Speech/Debate, Drama, NJROTC, and Drop-out Prevention) are identified separately by each specific subject area.
  Note: Each of the subject areas listed in this category carry their own unique certification.

The attached list developed by the Director of Instructional Personnel Services, further describes "subject areas" as used by the Division of Human Resources in reducing staff.

- Special programs and grants are considered separate 'programs' and thus stand on their own. Title I is an area that falls into this category.

- Drop-out Prevention is classified and grouped within the assigned subject area.

- As new course offerings/specialized assignments occur, the affected subject area, the basis of certification, and the current teaching assignment will be identified through one of the categories listed above.

PLEASE NOTE: Teachers assigned more than one subject/specialization area will follow the surplus rule for that particular subject area or specialization identified as the majority. (Example: Teaching assignment is split between English (60%) and Drama (40%); the teacher will follow the surplus rule for Language Arts.)

## GROUPINGS BY FLORIDA COURSE CODE DIRECTORY

**MATH**
All math courses are grouped under the common certification of mathematics

**ENGLISH**
All English courses are grouped under the common certification of Language Arts

**READING**
Reading courses are grouped under Language Arts in the Course Code Directory. However, Reading is considered a separate subject area as certification in the subject of 'Reading' is required.

**SOCIAL SCIENCE**
The Course Code Directory groups all social studies subjects under the broad field of Social Studies. Social studies subjects include history, economics, political science, sociology, psychology, anthropology, religion, multi-cultural studies, interdisciplinary and applied Social Studies and geography. It is rare but possible for individual coverage for these subject areas to exist.

**SCIENCE**
The category of Science has several distinct certification areas. The Course Code Directory divides these areas into the following categories:

- Biological Sciences: all levels of Biology and Anatomy/Physiology, Botany, Ecology, Limnology, Zoology, Biology Technology, and Genetics
- Earth/Space Sciences: all levels of Earth/Space Science, Astronomy, Environmental Sciences, Integrated Sciences, and Marine Sciences. Space Technology/Engineering and Forensic Sciences are also included in this area.
- Physical Sciences: all levels of Chemistry, all levels of Physics, Principals of Technology I and 2, Nuclear Radiation, and all levels of Physical Science.
- General Sciences: General Science and Fundamentals are classified with Earth/Space Science. Certification for this area is accepted by any of one of the following: Middle Grades Science, Biology, Physics, General Science, or Chemistry.

# SCHOOL DISTRICT OF CLAY COUNTY

# CLAY ASSESSMENT SYSTEM

## Administrative/Teacher Handbook
## *(Approved for School Year 2016-2017)*


*School District of Clay County*
*900 Walnut Street*
*Green Cove Springs, Florida 32043*


***Superintendent of Schools***
*Charlie Van Zant, Jr.*

***School Board Members***
*Carol Studdard*
*Ashley Gilhousen*
*Betsy Condon*
*Janice Kerekes*
*Johnna McKinnon*

# TABLE OF CONTENTS

Page

Introduction ..... 2

Assurances ..... 3

Clay Assessment System Procedures..... 5

CAS Timeline Chart .....13

Framework for Intentional and Targeted Teaching.....14

Instructional Observation .....15

Instructional Performance Appraisal *(Form HRD-3-4281)*.....16

Professional Development Plan *(Form HRD-3-4271)* .....20

Notice of Probationary Status *(Form HRD-1-4231)* .....22

# INTRODUCTION

The Clay Assessment System is based upon the belief that the appraisal of employees should be fundamentally developmental and rewarding, both to the individual and to the organization. The appraisal system is also based upon the Florida Educator Accomplished Practices. The Clay Assessment System recognizes that the appraisal of teachers must be primarily based on the performance of students assigned to their classrooms and schools. Continuous professional development that results in improved student learning is the goal of appraisal.

The Clay County School Board and the Superintendent are committed to the goal of ensuring that the Clay Assessment System reflects the following standards and characteristics:

1. Promotes the growth and development of the individual and the continuous improvement of the organization;

2. Is fair, equitable and legally sound;

3. Has a procedure for collection, retrieval, and use of data from a variety of sources to provide feedback to the teacher and administrator;

4. Provides data for recognizing high performance through a variety of means;

5. Considers the specific conditions of the site;

6. Allocates time to collaboratively plan, coach, and counsel for higher performance;

7. Provides levels of appraisal;

8. Provides orientation on the appraisal system and skill development in implementing, observing, monitoring, coaching, and/or counseling for those involved in the system;

9. Recognizes the mission of the educational system and the role of educators in ensuring success for all students;

10. Reflects opportunities for self-direction and self-appraisal.

# ASSURANCES

1. Group orientation will be held for all certified personnel outlining the assessment process.

2. Each teacher will have the benefit of an individual pre-evaluation conference with the evaluator during the first six weeks of the school year or within two weeks of employment.

3. All evaluators will be trained in appropriate evaluation techniques and the use of the proper instruments and procedures prior to their use of this assessment process.

4. All instructional personnel will be assessed annually. Annual Contract instructional personnel will be evaluated formally twice a year, once each semester; all Professional Service Contract or Continuing Contract instructional personnel will be evaluated at least once each year. Probationary annual teachers will be observed and evaluated twice a year.

5. This assessment process and instruments will be monitored through annual review, by the CAS Committee, as established through collective bargaining and through approval by the School Board and the Department of Education to allow for collaboration with all key stakeholders.

6. This assessment plan will not discriminate on the basis of race, national origin, religion, marital status, sex or disability.

7. This assessment plan meets the criteria established by the Florida Legislature, is based on sound educational research, and includes the core of effective practices.

8. Assistance in improving performance will be provided and documented, when necessary, through the Professional Development Plan. This plan may include peer review and assistance.

9. Compliance with statutory requirements regarding probation for teachers will not alter administrators' responsibilities to provide support and assistance to teachers experiencing performance problems.

10. In accordance with the collective bargaining agreement (Article XXVIII.F.1.) any Professional Service Contract or Continuing Contract teacher with an overall assessment rating of Unsatisfactory for the year will not receive a pay increase the following year. An Annual Contract teacher with an Unsatisfactory evaluation will not be reappointed. Any reappointed teacher with an Effective rating for the year will be eligible for consideration for receipt of the negotiated pay raise.

11. The Master Contract grievance procedure is available to appeal evaluation procedures if a teacher believes that all required steps were not properly followed.

12. The evaluation ratings and results may only be appealed through the three-level appeals process specified in the Procedure section of this document for an unsatisfactory rating or as outlined herein for other appeals. A 90-day probationary teacher will follow the appeals process specified by law.

13. All teachers with classroom responsibilities regularly monitor and report the progress of their students as part of their professional responsibilities. Appropriate performance measures and indicators of student achievement growth will vary among teachers. When available and applicable,

standardized student achievement assessment results must be utilized as data on which, in part, the teachers' performance evaluation is based.

Instructional personnel who are not assigned classes or caseloads of students contribute, nonetheless, to student achievement. Data that supports these contributions and documents their impact on student achievement/performance may be required as part of these teachers' evaluation.

14. Annually, every parent is given the opportunity to provide input regarding teacher performance by responding to the survey(s) distributed by the School Advisory Council. Additionally, in the annual edition of each school's Student Handbook, parents are reminded of the process for providing input regarding a teacher's performance. Such input from parents is shared with the teacher and may be used as one data source for assessment ratings on the Clay Assessment System. Input from parents, provided directly to the teacher, may constitute another data source under the CAS system.

# CLAY ASSESSMENT SYSTEM (CAS) PROCEDURES

In response to Florida Statutes and State Board of Education Rules, the following administrative procedures and timelines for assessing the performance of instructional personnel have been established by the School District of Clay County.

## Orientation – An Overview to the CAS Process and Required Forms

By no later than six (6) weeks after the first day teachers report to school for the school year (or within two weeks after employment for a teacher hired after that six-week period), all instructional personnel will receive a copy of the Clay Assessment System. A copy will also be maintained in the media center of each school, in the supervisor's office, and the District Office. All instructional personnel will be provided orientation to the Clay Assessment System instrument to be used with them and to the procedures and forms to be used by the administrator. This will be conducted in a group setting at the beginning of the school year or individually upon hire.

All itinerant instructional personnel will be evaluated by the administrator or designated evaluator at the base school site or by the district-level supervisor to whom the teacher is assigned. All School District of Clay County assessment procedures will be followed.

## Pre-Evaluation Conference

All instructional personnel will have an individual pre-evaluation conference with the administrator or designated evaluator. This pre-evaluation conference will be held no later than six (6) weeks from the teacher's contracted date of employment each year or no later than two weeks for employees hired after the start of the school year or after a change in job assignment as applicable. Self-assessment by the teacher is encouraged to assist with discussions during pre-evaluation, post-evaluation, and final evaluation conferences. Teachers may use Pages 16-19 of this manual for self-assessment and reflection although it is not a requirement. Please see page 14 for the "Framework" to assist both evaluator and teacher with dialogue/discussion during the pre-evaluation conference.

For probationary teachers or teachers who have begun to display performance problems, the required performance objectives and plans/timeline for providing assistance to the teacher may be developed on the Professional Development Plan during the pre-evaluation conference.

## Required Observations

### Formal Observations

1. Formal observations (one for PSC/CC and two for AC) are required as part of the assessment, and must be conducted by the administrator or designated evaluator and shall address the performance of the teacher's classroom or instructional duties.

2. The formal observations must be conducted by the principal or official evaluator and may not be delegated should the teacher begin to display performance problems.

3. The formal observations must be preceded by notice to the teacher at least three (3) working days before the observation.

4. The formal observations must not be less than 30 minutes in length.

**Informal Observations**

For all teachers, informal observations will be conducted by the administrator or designated evaluator and may take place at any time during the assessment year. Informal documentation, if created, will be reviewed with the teacher or sent to the teacher in written form. If there are concerns noted during an informal observation, documentation will be provided to the teacher within three working days.

## A. Annual Contract (AC) Teachers

At least two (2) formal observations and post-observation conferences shall be conducted each year. The first observation and conference should be held by the end of the first semester. The second should be completed no later than May 1 unless additional time is needed to determine the final overall assessment. For a new-to-Clay-County Annual Contract or interim teacher, the first formal observation and post-observation conference shall take place during the first semester of the teacher's employment. The first observation for participants in the Teacher Induction Program must be conducted in the first 45 days.

Probationary annual teachers will be observed and evaluated twice in accordance with state statute.

## B. Professional Service Contract Teachers (PSC) or Continuing Contract (CC) Teachers

At least one formal observation and evaluation conference shall be conducted each year.

## C. PSC Teachers or CC Teachers with Performance Problems

Should a PSC teacher or a CC teacher begin to demonstrate a pattern of performance problems, or if a PSC teacher or a CC teacher has been placed on a mandatory PDP due to performance problems during the last three (3) years, the evaluator shall be required to conduct at least one formal observation during the year using the CAS approved observation instrument on which the administrator has been trained. These observations, as well as the entire assessment process, must be conducted by the responsible supervisor and may not be delegated.

## D. CC Teachers on Probation

For a CC teacher placed on probation, formal observations, post-observation conferences, and the observation instruments to be used during the formal observations are the same as those described for the first-year AC teacher. However, the final decision regarding the overall rating for the year must be made by March 1.

## Timelines

**March 1:** Supervisor is required to provide to the Superintendent a recommendation regarding the teacher's reappointment for the next school year. A recommendation for reappointment may be made only if the supervisor has enough information to certify that the teacher's overall assessment rating for the year is, at least, Effective. This rating will be written on the recommendation for reappointment.

**March 1:** Deadline for a CC Teacher to receive an Overall Unsatisfactory Rating for any school year.

**May 1:** Deadline for submission of the statement from the evaluator to Human Resources for a teacher participating in the Teacher Induction Program. (The portfolio completion and final evaluation form for the Teacher Induction Program are due to Human Resources one week prior to the CAS evaluation deadline.) If the evaluator believes that additional time could result in the correction of the problem(s) so that the Program could be satisfactorily completed, the final certification by the evaluator may be delayed until the end of the school year.

**May 1:** Deadline for completing the performance assessments for teachers.

It should be noted that the end of the teacher's school year is the typical deadline for completing a teacher's annual evaluation. Extremely unusual circumstances may result in the granting of an extension waiver by the Superintendent's designee in Human Resources. If the evaluation will require an extension beyond the end of the school year, the teacher will be informed in writing, no later than March 1, that an extension is needed. It is recognized that student achievement data may be received after the school year ends and that evaluations may be revised in accordance with statute.

## Professional Development Plan

**A Professional Development Plan (PDP) is required for probationary teachers, identified beginning teachers, and teachers with performance deficiencies.**

Professional development is the joint, ongoing responsibility of the teacher and the administrator. Plans for assistance may be initiated or added to a teacher's PDP at any time during the school year through collaboration between the teacher and the administrator. The development of or addition to the PDP may be initiated by either the teacher or the administrator. Informal observation, data gathering, feedback, and ongoing assistance should take place throughout the school year.

The identified beginning teachers are at least those who are (TIP) Teacher Induction Program (with portfolio required) and (ACP) Alternate Certification Program with a portfolio requirement. The PDP may be developed during the pre-evaluation conference or at any other time during the school year. However, if the development is due to an Unsatisfactory evaluation, performance objective and appropriate assistance must be added to the PDP within one week of the evaluation conference during which the Unsatisfactory rating was given.

- Unsatisfactory progress on the PDP by any probationary teacher shall be considered sufficient cause for removal of the probationary teacher from employment in Clay County.

- At any time during the year, when a PDP is closed out, signatures should be obtained, dates and results should be completed and a copy of the finished form should be provided to the teacher. The evaluator's copy, however, should be held until the end of the evaluation year and submitted to the district office along with copies of all other required CAS forms. All PDP's must be closed out at the end of the year. If applicable, the PDP may be initiated again in the next year.

## Post-Observation Conference

Instructional personnel shall participate in an individual post-observation conference, with the evaluating administrator, within three (3) working days of a formal, pre-announced observation. At the conference the following should occur:

1. Data gathered from the observation will be shared with the teacher.
2. Documentation of the observation will be discussed and reflected on the CAS form.
3. Data gathered from other data sources, including student assessment data, will be reviewed with the teacher.
4. If applicable, the teacher's success in meeting objectives and completing activities on the PDP shall be addressed and recorded.

Post-observation conferences may be scheduled in the teacher's classroom.

## Final Evaluation Conference

Instructional personnel shall participate in an individual final evaluation conference for the year with the evaluating administrator. In many instances, the last post-observation conference for the year, described above, will also serve as the final evaluation conference. At the conference, ample time to share will be given and include the following:

1. The teacher may bring self-evaluation to the post and/or final evaluation conference along with any other documentation to allow for sufficient annual review.
2. The overall rating of the teacher's performance for the year is given.
3. Signatures of the teacher and the evaluator, along with required dates, are completed, and copies are given to the teacher at the meeting.
4. The PDP is completed and signed, if applicable.

A copy of each form will be given to the teacher. A copy will be retained by the administrator, and the original will be forwarded to the Human Resources Division, along with the originals of all PDP forms closed out during the school year.

## Out-of-Field Teachers

Evaluations for out-of-field teachers should be conducted in the same manner as described herein. However, the evaluator will not expect the same level of subject matter knowledge on the part of the out-of-field teacher as with a teacher who is fully certified.

## Probation

### A. New Hires, including Interim Teachers

The first Annual Contract with the district shall be probationary. The first formal observation and post-observation conference shall take place during the first semester of employment. The School District of Clay County may accept the teacher's resignation without such action being considered a breach of contract or terminate the teacher's employment without cause prior to the end of the first initial Annual Contract.

### B. Professional Service Contract (PSC) Teachers

A PSC teacher whose performance is found to be unsatisfactory at any time during the school year shall be placed on a 90 calendar day (exclusive of school holidays and school vacation periods) probationary period and shall be required to submit performance objectives on the PDP as part of his/her evaluation. The performance objectives shall be initiated within one week after the formal evaluation conference at which the unsatisfactory evaluation was determined. The PDP will be reviewed periodically but not less than once each four (4) week period until the performance objectives are completed or the 90 calendar days have ended. Recommendations and the final decision regarding the teacher's continued employment are made after the 90 calendar days have ended.

### C. Continuing Contract (CC) Teachers

A CC teacher with an unsatisfactory evaluation shall be placed on probation to begin the next school year. For the probationary CC teacher, the evaluation periods shall coincide with first year AC evaluation periods, and observations and assessment forms shall be completed accordingly. Progress in improving student achievement during the year of probation must be measured by other than state or district assessments unless such test results can be available prior to March 1 of the probationary year. The CC teacher on probation will be required to submit performance objectives on a PDP as part of the evaluation. The PDP performance objectives will be initiated within one week after the post-observation/evaluation conference at which the unsatisfactory evaluation was determined. The PDP will be reviewed periodically but not less than once each six (6) week period until the plan is completed.

Should the performance of the CC teacher on probation not meet expectations by the end of the first evaluation period following the unsatisfactory evaluation (i.e. by the end of the first semester or by May 1), a decision shall be made whether to extend the probationary period or take such action as determined appropriate by the Superintendent. Should the probationary period be extended, a review shall be made by the Superintendent at the end of each evaluation period thereafter to determine the appropriate action to be taken.

## Peer Review and Assistance – for Teachers Experiencing Performance Problems

Clay County's Support Team of teachers is available to provide assistance to the teacher and the evaluator, upon request. The Support Team is made up of successful, experienced teachers who serve as peer teachers (CET trained) for beginning teachers and are trained in observing the teaching process and in providing support for the completion of requirements for the beginning teacher. A list is available through the Human Resources Division of approved peer teachers who may serve as members of a Support Team for peer review or assistance. Additionally, district-level specialists, district SPRINT teachers who work jointly with pre-service training at the University of North Florida and with on-the-job beginning teachers, and others are available at the request of the administrator and/or teacher for peer review and assistance.

When a teacher is required to help develop a PDP in order to address performance problems or as part of his/her probation, the assistance of support team members may be arranged directly by the administrator. The selection of the SPRINT teacher, district-level Specialist, Peer Teacher, Directing Teacher or other Support Team member should be made based on the training, skills, certification area and experience of the available members. Such assistance should be documented on the PDP.

**NOTE:** If no teacher certified in the same area as the teacher needing/requesting assistance is available through the currently-approved support team, a teacher who is not on the support team list but is certified in the appropriate area and is recommended by his/her principal may be asked to assist.

## Appeals Process

### Disagreements – Process and Procedure for Unsatisfactory Rating

A teacher may attach a written reply to the CAS Assessment form if he/she is in disagreement with the evaluator's observations and/or evaluation. This written response must be submitted to the evaluator no later than one week after the final evaluation conference. A copy of the response will be appended to each copy of the Assessment.

In cases where disagreements regarding unsatisfactory evaluations by supervisors cannot be resolved by the following procedures, including the PDP process and the additional observation, the employee may then appeal the overall Unsatisfactory rating through the following process:

**Level I:** Within three days of the final evaluation conference, the teacher shall request a separate observation by an administrator outside the site.

**Level II:** Within ten (10) working days of the separate post-observation conference conducted by an administrator outside the site during which the evaluation rating was given, the teacher requests a joint meeting with the administrator and the district office supervisor, if applicable, in an effort to resolve the disagreement satisfactorily. The meeting must take place within five (5) working days of receipt of the written request from the teacher. Documentation of performance must be provided by the administrator/evaluator. The decision resulting from this meeting must be provided within three (3) working days of the meeting.

**Level III:** Within ten (10) working days of the decision at Level I, the teacher requests a joint meeting with the administrator/evaluator and a committee designated by the Superintendent. The committee should include five (5) people and be comprised of the following: two (2) teachers in the same subject area as the appellant; the teacher's principal; one school-based administrator outside the

site, and one (1) district level administrator (other than the Level III administrator). The chairman shall be the district-level administrator. The committee will meet within ten (10) working days of receipt of the teacher's request and will review the assessment materials and all information produced at the Level I appeal and will interview those individuals they may deem necessary for reaching a decision. The decision must be rendered within five (5) workings days of the meeting.

**Level IV:** Should the teacher not be satisfied with the results of the Level II appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources. Such appeal must be placed in writing by the teacher within ten (10) working days of the Level II decision and must cite the specific rationale for the appeal. The Assistant Superintendent for Human Resources will review the assessment materials and all information produced at the Level II appeal and will interview those individuals he/she may deem necessary for reaching a decision. His/her decision must be rendered within five (5) days of receipt of the teacher's appeal.

**Special Note:**

If, following the statutory 90 calendar day probationary period for an unsatisfactory rating, the teacher wishes to contest the Superintendent's decision regarding the teacher's continued employment, the appeal procedures specified in the applicable Florida statute shall be followed. The teacher shall receive written notice of the appeal process at the time he/she is placed on the 90-day probation.

## Disagreements – Process and Procedure for Disagreements With Rating Other Than Unsatisfactory

**Level I:** Within ten (10) working days of the final evaluation conference during which the evaluation rating was given, the teacher requests a joint meeting with the administrator and the district office supervisor, if applicable, in an effort to resolve the disagreement satisfactorily. The meeting must take place within five (5) working days of receipt of the written request from the teacher. Documentation of performance must be provided by the administrator/evaluator. The decision resulting from this meeting must be provided within three (3) working days of the meeting.

**Level II:** Should the teacher not be satisfied with the results of the Level I appeal, he/she may appeal the decision to the Assistant Superintendent for Human Resources or the Superintendent's designee. Such appeal must be placed in writing by the teacher within ten (10) working days of the Level I decision and must cite the specific rationale for the appeal. The Assistant Superintendent for Human Resources will review the assessment materials and all information produced at the Level I appeal and will interview those individuals he/she may deem necessary for reaching a decision. His/her decision must be rendered within five (5) days of receipt of the teacher's appeal.

## Miscellaneous

In extenuating circumstances (such as extended illness) when a timeline cannot be met by the teacher, administrator or designated evaluator, a written request for a waiver may be sent to the Human Resources Division. The CAS procedures should then be completed by a mutually agreed upon time by those involved in the procedure.

All instructional personnel assessment files shall be held as confidential for a period of one fiscal year after the year of evaluation. Thereafter, such evaluation shall become public record.

**NOTE: Refer to the following governing Statutes and Policies**

- **CLAY COUNTY SCHOOL BOARD POLICY**
  6GX-10-2.26, Evaluations

- **FLORIDA STATUTES**
  1012.23, School District Personnel Policies
  1012.34, Assessment Procedures and Criteria
  1012.52, Teacher Quality, Legislative Findings

- **STATE BOARD OF EDUCATION ADMINISTRATIVE RULES**
  Chapter 6A-5.065, The Educator Accomplished Practices
  Chapter 6B-5, Standards of Competent Professional Performance

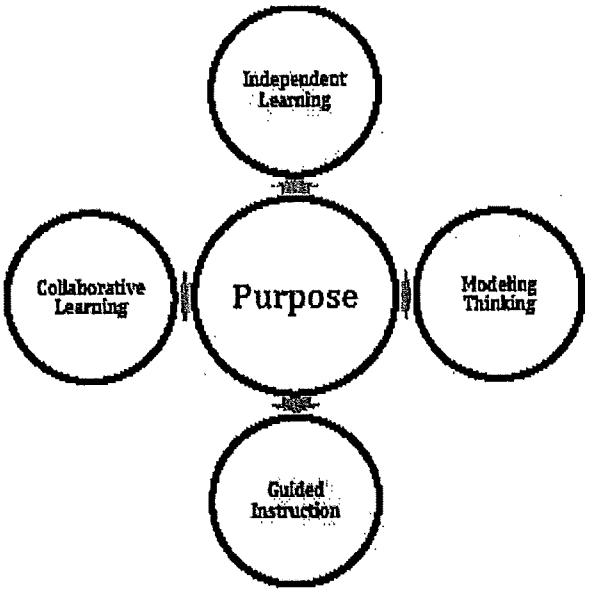
| CLAY ASSESSMENT SYSTEM (CAS) PROCEDURES | |
|---|---|
| **PROCEDURE** | **TIMELINE** |
| CAS Manual given to all instructional personnel | No later than 6 weeks after teachers report or within 2 weeks after employment |
| Orientation to Clay Assessment System | No later than 6 weeks after teachers report or within 2 weeks after employment |
| Pre-evaluation conference | No later than 6 weeks after teachers report or within 2 weeks after employment |
| PDP developed for probationary teachers with performance problems and after Unsatisfactory evaluation. | PDP may be initiated at pre-evaluation conference or at any time during year. If after an Unsatisfactory evaluation, initiation of PDP must be within 1 week of final evaluation conference. PDP's must be reviewed every 4 or 6 weeks depending on contract status. Frequent review towards progress is recommended. |
| Notice of formal observation | 3 working days before observation |
| 2 formal observations required (30 minutes minimum) for A/C or one formal observation required (30 minutes minimum) for PSC or CC | By end of the first semester and May 1:<br>a. For new hires: within first 45 days of employment<br>b. Teacher Induction Program participants must be observed in the first 45 days of employment<br><br>March 1: Performance Appraisals due with Reappointment Printout and deadline for CC to be rated Unsatisfactory<br>May 1: Deadline for all other evaluations and reappointment recommendations unless extended to end of year due to extenuating circumstances |
| Post-observation conference | Within 3 working days after each formal observation |
| Final evaluation conference which includes final overall assessment | Prior to March 1 in most cases |
| Deadline for teacher request for additional observation | Must be submitted to evaluator within three working days of final evaluation conference |
| Deadline for teacher to attach written reply to CAS forms | Written reply must be submitted by the end of the academic year. |
| Deadline for initiating appeal of overall Unsatisfactory rating | Within 10 working days of conference in which rating was given |

School District of Clay County
Framework for Intentional and Targeted Teaching

| | |
|---|---|
| Establish Purpose | Focuses on student learning rather than a task activity or assignment. It must be interesting and relevant |
| Modeling Thinking | Using "I statements" to explain thinking while demonstrating the task or strategy. Teacher may alert learners about errors to avoid, or show them how to apply new thinking. |
| Guided Instruction | Teacher questions, prompts, cues students, facilitates. Only if those don't work, go to direct explanation. |
| Collaborative Learning | Students consolidate their understanding of the content and explore opportunities to problem solve, discuss, and negotiate thinking through productive tasks with their peers. |
| Independent Learning | Addresses the most important goal of good instruction-provide students with practice in applying skills and information in new ways independently. |

**It is important to understand that this framework is not linear. Teachers and Students move back and forth among each of the components as they master skills, strategies, and learning standards.

(Adapted from Fisher, D. 2014)



**Teacher Observation Rubric**
**Teaching and Learning**

**Name:** _____ **Evaluator:** _____
**Date:** _____ **Time/Period:** _____

**Focus:** Teachers engage students in their learning through instructional strategies that ensure achievement of learning expectations.

| | |
|---|---|
| **Highly Effective** | **Teachers are consistent and deliberate in planning and using instructional strategies that require student collaboration, self-reflection and development of critical thinking skills.** Teachers consistently use student work and other authentic assessments to personalize instructional strategies and interventions to address individual learning needs of each student. Teachers consistently use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools. |
| **Effective** | **Teachers plan and use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills.** Teachers occasionally use student work and other authentic assessments to personalize instructional strategies and interventions to address individual learning needs of students when necessary. Teachers use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools. |
| **Needs Improvement** | **Teachers sometimes use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills.** Teachers only use data from tests and quizzes to personalize instructional strategies and interventions to address individual learning needs of groups of students when necessary. Teachers sometimes use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools. |
| **Unsatisfactory** | **Teachers rarely or never use instructional strategies that require student collaboration, self-reflection and development of critical thinking skills.** Teachers seldom or never personalize instructional strategies using informal assessment data. Teachers rarely or never use instructional strategies that require students to apply knowledge and skills, integrate content and skills with other disciplines and use technologies as instructional resources and learning tools. |
| Comments: | |

## SCHOOL DISTRICT OF CLAY COUNTY
## INSTRUCTIONAL PERFORMANCE APPRAISAL

| | | |
|---|---|---|
| Teacher: | S.S.#: *****XXX | Job Title: |
| School/Department: 9040 -Information Technology & Services | Contract Type: | School Year: 2016-2017 |
| Evaluator's Name/Title: | | Cost Center: 9040 -Information Technology & Services |

I. **PRE-EVALUATION** Statement: I understand that this instrument shall be used in evaluating my performance in accordance with the job description and School Board Policy. The evaluation policies and procedures are located in the Clay Assessment System, CCEA Master Contract and Board Policy.

| | |
|---|---|
| Employee's Signature: -- | Date: |
| Evaluator's Signature: -- | Date: |

II. **PROFESSIONAL DEVELOPMENT PLAN** (Signatures Required)

A Professional Development Plan is required for this employee: (If Yes, Please Attach)

| | | |
|---|---|---|
| Employee's Signature: -- | Evaluator's Signature: -- | Date: |

**PROFESSIONAL MEMBERSHIP AND ADDITIONAL VOLUNTARY RESPONSIBILITY CHECKLIST**
Place a check if applicable:

| |
|---|
| Active School Advisory Council, school-wide leadership committee, or district-wide leadership committee member or chairperson |
| Active member of a professional organization |
| Professional Development presenter |
| Directing Teacher or Volunteer Mentor Teacher |
| Sponsors an unpaid extra-curricular activity outside of the established work day |
| Volunteer for athletic, academic, or cultural program or activity |
| Holds advanced degree (Master's or higher), licensure (Speech License through the State of Florida Department of Health), or certificate (NBPTS Certification), etc. |
| Participates in subject-related or job-specific professional development |

**FLORIDA EDUCATOR ACCOMPLISHED PRACTICES (50 % OF Evaluation)**

| | | |
|---|---|---|
| 3 | = Highly Effective | The skill or practice is consistently demonstrated in an exemplary fashion. Success, through positive student learning outcomes, is explicitly achieved as manifested in the classroom. |
| 2 | = Effective | The skill or practice is demonstrated satisfactorily. The skill or practice is shown to be present on a frequent basis. While lapses may occur naturally, on average the skill or practice occurs on a frequent basis. |
| 1 | = Developing/Needs Improvement | The skill or practice is demonstrated inadequately. Although present, consistent weakness in this area is evident and needs improvement and/or development. |
| 0 | = Unsatisfactory | The skill or practice is not evident in practice. |
| N/A | = Not Applicable | Special Instructions: If any indicator is not applicable, a corresponding job specific indicator is required. |

## III. FLORIDA EDUCATOR ACCOMPLISHED PRACTICES (50% of Evaluation)

| A. Quality of Instruction | Indicators | Rating |
|---|---|---|
| | 1. Models and promotes the importance of learning and academic achievement to all students. | |
| | 2. Plans and designs engaging, challenging, and relevant lessons to achieve student mastery based on state-adopted standards appropriate to the level of rigor. | |
| | 3. Uses diagnostic student data from formative assessments to develop differentiated instruction and strategies to monitor student learning based on individual student needs. | |
| | 4. Develops learning experiences utilizing a variety of instructional strategies and resources, including appropriate technology, that require students to demonstrate a variety of relevant skills and competencies. | |
| | 5. Appropriately sequences lessons and concepts to ensure coherence and required prior knowledge. | |
| | 6. Uses higher-order questioning techniques. | |
| | 7. Respects and demonstrates sensitivity to students' cultural and family background by demonstrating behaviors that are consistent with fairness and equity. | |
| | 8. Utilizes feedback to monitor instructional needs. | |
| | 9. Job-Specific Indicator: | |

| Possible Points: 24 | Total Points Earned: |
|---|---|

| B. Knowledge Of Subject Matter | Indicators | Rating |
|---|---|---|
| | 1. Demonstrates deep and comprehensive knowledge of the subject taught. | |
| | 2. Designs and modifies instruction to deepen students' understanding of content area and advance student learning while addressing preconceptions or misconceptions. | |
| | 3. Selects, sequences, and modifies engaging, relevant, standards-based content, and then designs and teaches lessons that are relevant to individual students' learning needs. | |
| | 4. Relates and integrates the subject matter with other disciplines during instruction. | |
| | 5. Job-Specific Indicator: | |

| Possible Points: 12 | Total Points Earned: |
|---|---|

| C. Continuous Professional Improvement FEAPS 5 | Indicators | Rating |
|---|---|---|
| | 1. Engages in targeted professional growth opportunities and reflective practices while designing and implementing purposeful professional goals to strengthen the effectiveness of instruction, based upon the needs of students. | |
| | 2. Examines and uses a variety of data to improve instruction and student achievement. | |
| | 3. Job-Specific Indicator: | |

| Possible Points: 6 | Total Points Earned: |
|---|---|

| D. Learning Environment FEAPS 2 | Indicators | Rating |
|---|---|---|
| | 1. Creates a safe, organized, flexible, inclusive, collaborative, student-centered learning environment that maintains an atmosphere of respect for all areas of diversity | |
| | 2. Organizes, allocates, and manages the resources of time, space, appropriate technology, and instructional strategies to engage students in relevant learning actively and equitably | |
| | 3. Engages students in learning through a climate of openness, inquiry, and support to accommodate the differing needs and diversity of students | |
| | 4. Job-Specific Indicator: | |

| Possible Points: 9 | Total Points Earned: |
|---|---|

| E.Communication | Indicators | Rating |
|---|---|---|
| | 1. Conveys high expectations and provides immediate and specific feedback to students to promote student achievement. | |
| | 2. Models and teaches clear, acceptable oral and written communication skills to include current and available technologies. | |
| | 3. Fosters two-way home/school communication with stakeholders to support student learning. | |
| | 4. Solicits and considers parental and/or student input and uses it to inform instruction. | |
| | 5. Job-Specific Indicator: | |

| Possible Points: 12 | Total Points Earned: |
|---|---|

| F. Professional Responsibility And Ethical Conduct FEAPS 6 | Indictors | Rating |
|---|---|---|
| | 1. Maintains appropriate records and adheres to deadlines. | |
| | 2. Adheres to the Code of Ethics and Principles of Professional Conduct of the Education Profession of Florida and all school/district policies | |
| | 3. Job-Specific Indicator: | |

| Possible Points: 6 | Total Points Earned: |
|---|---|

## IV. STUDENT PERFORMANCE (50 % OF Evaluation)

| A. Assessment FEAPS 4 | Indicators | Rating |
|---|---|---|
| | 1. Analyzes and uses data from multiple assessments and measures to diagnose students' learning needs, modifies instruction based on those needs, and uses it to drive the learning process | |
| | 2. Designs and aligns progress monitoring assessments that match learning objectives that lead to mastery | |
| | 3. Uses a variety of assessment tools to monitor student progress, achievement and learning gains | |
| | 4. Modifies assessments and testing conditions to accommodate learning styles and varying levels of knowledge | |
| | 5. Shares the importance and outcomes of student assessment data with the student and the student's parent/caregiver(s) | |
| | 6. Employs technology to organize and integrate assessment information | |

| | | |
|---|---|---|
| | 7. Job-Specific Indicator: | |

| | |
|---|---|
| Possible Points: 18 | Total Points Earned: |

| B. Student Performance | Indicators | Rating |
|---|---|---|
| | 1. Uses classroom and school data from the School Improvement Plan to set a learning growth target/goal | |
| | 2. ***Has specific, measurable evidence as defined by the state adopted measure of student growth, appropriate to subject matter taught, to show progress towards or attainment of goal(s) for student improvement | |
| | 3. Participates in professional development to enhance and improve student performance | |
| | 4. Designs and implements strategies to show progress towards or attainment of goal(s) for student improvement (i.e., portfolio/student profiles) | |
| | 5. Reflects on goal-setting process and outcomes for the purpose of continuous professional improvement and shares student improvement information as appropriate with student, parent/caregiver(s), department/team, administration, etc. | |
| | 6. Job-Specific Indicator: | |

| | |
|---|---|
| Possible Points: 12 | Total Points Earned: |

V. Conferences: (Intitials Required)

| Date | | | | Employee Initials | Supervisor Initials | Comments |
|---|---|---|---|---|---|---|
| Date | Employee Initials | Supervisor Initials | Comments | | | |

VI: OVERALL PERFORMANCE RATING FOR EMPLOYEE

Final Rating: 100-85% = Highly Effective, 84-60% Effective, 59-50%Developing / Needs Improvement, 49-0% Unsatisfactory

VII: Final Conference

| | |
|---|---|
| Evaluator's Signature: -- | Date: |
| Supervisor's Initials: -- | Date:<br>(Not required if supervisor conducted the evaluation.) |
| Employee's Signature: -- | Date: |

**My signature does not necessarily imply agreement with this evaluation. It does indicate an acknowledgement that the evaluation did take place as indicated. I also understand that I may submit a written reaction to this evaluation no later than the end of the academic year.

Employee to sign below only during appeal process and when an additional observation is required with an administrator outside the school site. Request must be made within three working days of final conference.

| |
|---|
| Signature: -- |

# CLAY COUNTY SCHOOL BOARD
## Professional Development Plan

Name: _____ School: _____ Position: _____

Grade/Subject: _____ School Year: _____ Check One: 9 Voluntary 9 Required Circle One: In / Out-of-Field

Competencies/or Other areas to address: (1) _____

Date Initiated: Principal's Signature: Teacher's Signature:

| Objectives/CAS Competencies | Implementation (Activities/Strategies) Indicate who is responsible | Projected Activity (completion date) | Activity Results (Initial/Date) |
|---|---|---|---|
| (2) | (3) | (4) | (5) |

(6) Monitoring Dates: 9_____ 9_____ 9_____ 9_____ 9_____ 9_____

(7) Was the objective mastered (i.e. Application/Implementation in classroom)? 9 Yes 9 No

Based on what evidence: _____

Signature/Date PDP Closed Out: _____ Principal's Signature _____ Date

_____ Teacher's Signature _____ Date

*Note: Attach observation instrument (see Distribution in Instructions section). Attach to assessment forms only if PDP is required. See instructions on reverse side.*

HRD-3-4271 E. 04/10/2017

## INSTRUCTIONS
## PROFESSIONAL DEVELOPMENT PLAN (PDP) COMPLETION

Numbers correspond to numbers on PDP Form

(1) Note competencies from the applicable CAS Performance Appraisal instrument that are being addressed by this PDP.

(2) Specific, measurable objectives should be written in this column and developed collaboratively with the teacher. The objectives should clearly relate to the CAS competencies focused on by the PDP.

(3) Activities and strategies designed to result in mastery of the objective noted in Column 2 are listed here. There should be a clear relationship between the activity or assistance listed and the objective to be accomplished. Each activity, strategy, assistance noted should include who is responsible for its initiation or completion. For example: "Mrs. A (Principal) will arrange for observation and consultation by the SPRINT teacher," or "Mrs. B (teacher) will check out materials recommended by SPRINT teacher."

(4) Note the projected date by which each activity or strategy will be completed.

(5) For each activity, note specific results and outcomes. Be certain to date and initial each entry since results may be noted on any of the PDP monitoring dates.

(6) Note date each time the PDP is reviewed. PDP must be reviewed at least once each 6 weeks.

(7) No later than the date of the final PDP review. Indicate whether the objective written in (2) has been mastered. Mastery is determined by successful application/implementation in the classroom. Successful completion of activities noted on the PDP does not, alone, guarantee successful mastery of the objective. Indicate basis (evidence) you relied on to determine mastery (i.e. classroom observations, conferences, students' reports, etc.).

NOTE: Sections 1-4 should be completed at the conference in which the PDP is initiated.

Sections 3-6 should be addressed each time the PDP is reviewed.

Section 7 should be addressed as soon as there is evidence of objective mastery. However, this Section must be addressed at the last PDP review.

At any time during the year, when a PDP is closed out, the teacher is provided a copy of the completed document.

Distribution: Original - Human Resources Division Copy 1 - Teacher Copy 2 - Principal Copy 3 - Teacher/PDP Initiated

# CLAY DISTRICT SCHOOLS
# NOTICE OF PROBATIONARY STATUS

TO: _____
Employee

FROM: _____ _____
Supervisor/Evaluator Work Site

This is to notify you that, based on the identification of your unsatisfactory performance as documented on the attached Clay Assessment System forms and discussed with you on (date) _____, you are being placed on performance probation effective _____ (date this Notice received by employee).

This performance probation is for a period of 90 calendar days from your receipt of this notice of unsatisfactory performance. School holidays and school vacation periods are not counted in the 90-calendar-day period. During the 90 calendar days, you will be evaluated as indicated on the attached Professional Development Plan (PDP) and apprised of progress achieved. As documented on the PDP, you will be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. At any time during the 90 calendar days, you may request a transfer to another appropriate, available position with a different supervising administrator, however, a transfer does not extend the period for correcting your performance deficiencies. Your 90-calendar-day probation will end on (date) _____.

Within 14 days after the close of the 90 calendar days, you will be assessed to determine whether the performance deficiencies have been corrected, and a recommendation regarding your employment will be forwarded to the superintendent. Within 14 days after receiving my recommendation, the superintendent will notify you, in writing, as to whether the performance deficiencies have been satisfactorily corrected and whether the superintendent will recommend that the school board continue or terminate your employment contract. If you wish to contest the superintendent=s recommendation, you must, within 15 days after receipt of the superintendent=s recommendation, submit a written request for a hearing. Such hearing shall be conducted, at the school board=s election, by the board or by an administrative law judge assigned by the Division of Administrative Hearings of the Department of Management Services.

**Dates:** Evaluation Conference Held _____

Professional Development Plan Developed _____
*(Must be initiated within one week after unsatisfactory evaluation determined)*

90-Calendar-Day Performance Probation Begins _____
*(Must be same day this Notice delivered to employee)*

90-Calendar-Day Performance Probation Ends _____
*(Excludes school holidays & vacations)*

**Signatures:** This is to certify that I have discussed the employee's unsatisfactory performance with him/her, as documented on the attached Clay Assessment System forms, and have delivered this Notice to the employee on this date:

_____ _____
Supervisor/Evaluator Date

This is to certify that I received this Notice and copies of the attached Clay Assessment System forms on this date:

_____ _____
Employee Date

*The School Board of Clay County, Florida prohibits discrimination on the basis of race, religion, color, sex, marital status, age, national origin or disability in the employment of personnel, provision of education programs and all business affairs of the school system of Clay County and provides equal access to the Boy Scouts and other designated patriotic groups.*

*HRD-1-4231 E 03/02/2018 Original to Employee Copy 1: Human Resources Development Copy 2: Evaluator*

**CLAY COUNTY SCHOOLS**
**SICK LEAVE BANK WITHDRAWAL APPLICATION**

## I – APPLICANT

Applicant: _____ Work Location: _____
Address: _____ Home Phone No: _____
_____ Social Security No: _____
Date Submitted: _____ Last Day of Work: _____
Enrolled S.L.B. Yes ___ No ___ Date Leave Began: _____
All Sick Leave has been used: Yes ___ No ___ Sick Leave Expired on: _____
Illness or Injury in Line of Duty Leave: Yes ___ No ___
Drawing Disability Payments: Yes ___ No ___
Drawing Worker's Compensation: Yes ___ No ___
Estimated Additional Sick Days Needed: _____
Nature of Illness or Injury: _____
Attending Physician: _____
Comments or Supporting Information: _____
_____
Date Due to Return to Work: _____

I certify that the above information is correct and true. I hereby authorize any physician, hospital, pharmacy, insurance company, employer, or organization to release any information regarding the medical history, treatment, disability, or benefits payable for this claim, to the Clay County Sick Leave Bank Committee.

(A Photostat of this authorization shall be as valid as the original) _____
Applicant's Signature

Forward all copies to the Business Affairs Division with Physician statement attached.

## II– CLAY COUNTY SICK LEAVE BANK COMMITTEE DISPOSITION

Application Received on: _____ Action Taken On: _____
Application: Approved: _____ Denied: _____
Credit: _____ with _____ day(s) from the Sick Leave Bank.
Effective Date: _____ Comments: _____
_____
Authorized Signatures *(3 Required)*:
1. _____ 2. _____ 3. _____

CLAY COUNTY SCHOOL BOARD

# PHYSICIAN FORM

APPLICANT: Have this form completed by attending physician and return with the Sick Leave Bank Application. FORM MUST BE COMPLETELY FILLED OUT before application will be considered.

PHYSICIAN: Complete this form and return it to the patient. If you have questions, please contact the Sick Leave Bank Committee, Clay County Education Association, c/o Annette Gray, Chair, Thunderbolt Elementary, 2020 Thunderbolt Road, Fleming Island, FL 32003.

APPLICANT INFORMATION

Name: _____

Address: _____

Phone No: _____

PHYSICIAN INFORMATION

Name: _____

Address: _____

Phone No: _____

M.D. _____ D.O. _____

Specialty _____

Diagnosis: _____

Is patient now physically disabled? _____

Prescribed treatment: _____

_____

Was patient previously treated for this problem? Yes _____ No _____

If yes, when? _____

Estimate date patient will be physically able to return to full time work: _____

Anticipated restrictions upon return to work: _____

_____

For maternity leave, please state estimated due date: _____

Please note any other pertinent information that may be helpful to the Sick Leave Bank Committee in making a decision about granting days to this patient: _____

_____

_____

_____

Signature of Physician

## Clay County District Schools
## Release of Excess Terminal Leave to the Sick Leave Bank

I, _____ authorize payroll to donate any days over my
*(Please Print Name)*
120 days of Terminal Leave to the CCEA Sick Leave Bank.

I understand that this form must be sent to the Payroll Department two weeks prior to final day of work.

Signature: _____ Date: _____

Article XXIII
Sick Leave Bank

C.2 **Members** who are **retiring** shall be permitted to donate any portion of their unused sick leave days beyond the maximum accumulated days established for terminal pay.

Notice on Non Discrimination Policy, "The School Board of Clay County, Florida prohibits discrimination on the basis of race, religion, color, sex, marital status, age, national original or disability in the employment of personnel, provision of education programs and all business affairs of the school system of Clay County and provide equal access to the Boy Scouts and other designated patriotic groups."

Memorandum of Understanding between the Clay County School Board and the Clay County Education Association

Re: New Instructional Personnel – 3 Year Experience Hold

- The Board and CCEA recognize the unintended consequence of the current Entry pay schedule and the potential for new instructional employees to be Placed on the salary schedule above that of current members of the bargaining Unit with an equal level of experience.

- Upon the signing of this MOU, instructional employees newly hired to the district of the 2017-2018 school year will be granted credit for the number of eligible years of experience minus three.

- Upon the signing of this MOU, the Board and CCEA agree that current Members of the bargaining unit that have already been granted experience credit because of this unintended consequence will not be penalized nor will their pay be increased if and when the issue of "leapfrogging" is resolved.

3/31/17

Addison G. Davis
Superintendent of Schools

Renna Lee Paiva
CCEA President

# Memorandum of Understanding between the Clay County School Board and the Clay County Education Association

**Extended Instructional Time at Charles E. Bennett Elementary School**

The Provisions of this Memorandum of Understanding (hereinafter MOU) between the Clay County Education Association (hereinafter CCEA) and the Clay County School Board (hereinafter CCSB) remain in effect for the 2017-2018 school year.

The purpose of this MOU is to provide extended instructional time for all students who attend Charles E. Bennett Elementary School as mandated by DOE in July, 2017.

The following conditions will apply:

1. This will apply to all instructional employees at the aforementioned school.

2. The work day for instructional employees at the school will be extended by twenty (20) minutes. Ten (10) minutes to be added at the beginning of the day and ten (10) minutes to be added at the end of their current scheduled work day for each of the days of their 2017-2018 contract. Their day will be 7.84 hours.

3. Instructional employees at these schools will be paid at their regular hourly rate of pay for the additional time worked.

4. Should an employee be unable to participate in this extension of the work day, the parties (CCEA, CCSB and employee) will collaboratively work to reach an agreed upon resolution. An employee's inability to participate will have no negative effect on his/her evaluation.

5. CEB instructional employees will accrue leave and be charged leave based on the 7.84 hours.

Addison G. Davis
Superintendent of Schools

Renna Lee Paiva
CCEA President

8/1/17
Date

**Memorandum of Understanding between the Clay County School Board and the Clay County Education Association**

**Re: Evaluation System for the 2017-2018 School Year**

- In order to be in compliance with Florida State Statue 1012.34, both parties agree to use the Instructional Evaluation System documents and related procedures approved by the FLDOE and approved by the CAS Committee on October 19, 2017 for use as the evaluation instrument for all instructional personnel for the 2017-2018 school year.

Addison G. Davis
Superintendent of Schools

Renna Lee Paiva
CCEA President

11/27/2017
Date

**SIGNATURE PAGE**

We, the undersigned, agree that the attached document is the final and tentative agreement between the CLAY COUNTY EDUCATION ASSOCIATION negotiating team and the DISTRICT SCHOOL BOARD OF CLAY COUNTY negotiating team. We further agree we will recommend the attached document for ratification.

Date Signed: 12/13/17

THE DISTRICT SCHOOL BOARD OF CLAY COUNTY NEGOTIATING TEAM

CLAY COUNTY EDUCATION ASSOCIATION NEGOTIATION TEAM