

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: December 14, 2016

THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM

David J. Beebe

Sarah Lawson

Brenda Isntman

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CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATION TEAM

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Ray IsL

Jacq Barth
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MDRoberts

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Board Counter Proposal
December 14, 2016

9:48 pm

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-T~~ IND-S, IND-I or ~~IND-E~~, 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 ~~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, a~~ 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 ~~purchase of such device(s),~~ 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 Annual 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 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 A-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 hired for the 2016-2017 school year and thereafter who have completed four consecutive years of employment and have received four consecutive preliminary a principal-an evaluations with a rating of effective-or highly effective, and have not been disciplined above a written reprimand along with the recommendation of the principal, 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.
 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.
 5. Annual contract teachers with a less than effective evaluation will be addressed as per the CAS manual.
 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.

Board Proposal
Counter Proposal
Original Language
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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 of the current school year but no later than 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 poor—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.

**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 any 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.

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- 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.
 - 4. 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.
- 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

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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: RJ

- 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% times 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

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- (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 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 (including VAM) 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 applied to the employee's base salary for that upcoming school year. 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. The employee must be on active status at the time the contract is ratified to be eligible to receive the performance salary increase.
6. Teacher who are on Probationary Contract will receive no base performance salary increase.
7. 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.
8. Any release-time officer of CCEA shall receive an evaluation score not lower than the highest performing instructional employee.
9. 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



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The parties agree the total amount of the negotiated dollars which includes the employer's contribution of 16.47% for benefits.

Total
2,064,575.90

to be applied to the agreed upon formula.

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**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 for the 2016-2017 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.

A handwritten signature in blue ink, appearing to read "Diane Kornegay", is written over a horizontal line.

Diane Kornegay
Deputy Superintendent of Schools

5/11/2016
Date

A handwritten signature in blue ink, appearing to read "Renna Lee Paiva", is written over a horizontal line.

Renna Lee Paiva
CCEA President



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

Re: Evaluation System for the 2016-2017 School Year

- In order to be in compliance with Florida State Statute 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 June 16, 2016 for use as the evaluation instrument for all instructional personnel for the 2016-2017 school year.

A blue ink signature of Diane Kornegay, written in a cursive style.

Diane Kornegay
Deputy Superintendent of Schools

A blue ink signature of Renna Lee Paiva, written in a cursive style.

Renna Lee Paiva
CCEA President