

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,
AND THE CLAY COUNTY EDUCATION ASSOCIATION
REGARDING TEACHER TRAINING FOR MONTESSORI PROGRAM**

The School Board of Clay County, Florida ("School Board"), and the Clay County Education Association ("CCEA"), (collectively "the Parties"), seek to enter into a Memorandum of Understanding ("MOU") setting forth the parameters for training and retaining teachers in the Montessori Program in Clay County. Accordingly, they find as follows:

WHEREAS, Swimming Pen Creek Elementary School provides a Montessori Program of teaching, and

WHEREAS, teachers who choose to teach in the Montessori Program require special training and certification, and

WHEREAS, the requirement of commitment of monetary resources by the School Board for training teachers for certification in the Montessori methods is significant, and

WHEREAS, the need for an enforceable commitment by teachers who take advantage of the training for the Montessori Program provided by the School Board is of great concern.

NOW THEREFORE, based upon the forgoing, the School Board and the CCEA agree as follows:

1. The Parties agree to develop a training schedule to provide the necessary training to meet the needs of individuals who voluntarily agree to be part of the Montessori Program, the completion of which training will lead to receiving either an Early Childhood, Elementary I, or Elementary I-II credential from a credentialed Montessori program.

2. Participants will be eligible to receive Master Plan (In-Service) points for completion of the Montessori Training.

3. The School Board will pay the teacher/participants cost of tuition for the program.

4. The School Board will compensate teachers a stipend of \$12.00 per hour for all Montessori face-to-face training attended by the teacher, during the fiscal school year, which training occurs outside of contracted hours. Teachers attending online Montessori course work, after January 01, 2021, shall be paid a stipend of \$12.00 per hour upon verification of course completion.

5. Teachers shall commit to completion of the Montessori training program and to obtaining certification as a Montessori teacher. In the event that a teacher drops out of or fails to complete the Montessori training program, the teacher shall be responsible for repaying the costs of tuition paid by the School Board on behalf of the teacher.

6. Upon completion of the Montessori Training Program, the teacher voluntarily agrees to a commitment to teach in a Clay District Montessori school governed by the School Board, for a period of five years from the commencement of the Montessori training program and employment in Clay County District Schools. The teacher shall receive an annual additional compensation of One Thousand Five Hundred Dollars (\$1,500.00) which said additional compensation shall be divided into two payments, payable at the successful completion of each semester. A teacher shall be entitled to receive the additional compensation while actively enrolled in Montessori training if they are employed full time in a Montessori instructional position (not an assistant). Additionally, after completion of training and

certification in Montessori, the teacher shall be entitled to receive the bonus as set forth herein while employed by the School District of Clay County as a Montessori teacher.

7. Any teacher who completes the Montessori training program and who fails to honor the five year teaching commitment set forth herein for any reason including, but not limited to, transfer to a non-Montessori program within the Clay School District, shall be responsible for repaying the cost of tuition paid by the School Board on behalf of the teacher. In the event that a failure addressed either in this paragraph or paragraph 5 above is caused by either (A) an unforeseeable and unavoidable transfer/relocation of the teacher's family due to transfer or reassignment of the teacher's spouse by his/her employer, (military, government service, or other employment) which transfer renders completion of the teacher's obligations as set forth herein a practical impossibility, or (B) the teacher's employment is terminated by the District or the teacher is not reappointed to a Montessori teaching position by the school administration, or (C) any other reason which is completely unforeseeable and beyond the teacher's control, for example, a reduction in force, catastrophic illness or an act of God/force majeure, the repayment requirements set forth herein shall not apply.

8. This MOU shall apply to any teacher who enters into an agreement with the School Board to participate in the Montessori training program and post training commitment to teach in a Montessori school governed by the School Board for a period of five years from beginning of Montessori training program and Clay County School Board employment as set forth herein.

9. The Agreement which the teacher will be required to execute in order to participate in the Montessori training program is attached hereto as Exhibit A.

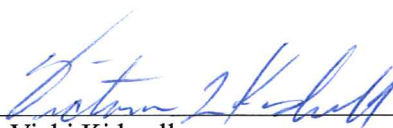
10. This MOU shall be effective upon execution of the parties and shall remain in effect until it is cancelled in writing by either party with agreement by the non-cancelling party, or until both parties reach a successor agreement. Cancellation of this MOU shall not affect the rights or obligations of teachers who are already undergoing the training or the rights or obligations of the Clay District as set forth in an executed Letter of Commitment (See Exhibit A).

11. This MOU will supersede the previous Montessori MOU drafted on March 01, 2018 between CCEA and CCSB and the teacher signed commitments.

WHEREFORE the Parties have executed this MOU by affixing their respective signatures hereto on the date(s) set forth herein.

By: David S. Broskie
Superintendent of Schools

Date: _____



By: Vicki Kidwell
President, CCEA

Date: 2/10/21

By: Mary Bolla
Clay County School Board Chair

Date: _____

**LETTER OF COMMITMENT
MONTESSORI PROGRAM -- CLAY COUNTY DISTRICT SCHOOLS**

As a teacher currently at Swimming Pen Creek Elementary School (or at any other Clay County District School which has a Montessori Program), I voluntarily agree to participate in Montessori Training offered by Clay County District Schools. I am voluntarily making a commitment as follows:

1. I commit to completing the entire training program.
2. I commit to attending all training sessions and activities promptly unless previous arrangements have been made with, and approved by, the instructor.
3. I commit to participate actively in all in-class and field assignments, opportunities, and experiences.
4. I commit to completing all course objectives, including, but not limited to, all written projects, and hands-on individual and group assignments.
5. I commit to being a part of the Swimming Pen Creek Elementary instructional staff (or such other Clay District Montessori school governed by the School Board as may exist at the time of my course completion) for a minimum of five (5) years from the onset of Montessori training program
6. I understand that in the event I fail to complete the Montessori training program and fail to honor the five year teaching commitment set forth herein for any reason including, but not limited to, transfer to a non-Montessori program within the Clay School District, shall be responsible for repaying the cost of tuition paid by the School Board on my behalf. In the event that a failure addressed either in this paragraph or paragraph 5 above is caused by either (A) an unforeseeable and unavoidable transfer/relocation of my family due to transfer or reassignment of my spouse by his/her employer, (military, government service, or other employment) which transfer renders completion of my obligations as set forth herein a practical impossibility, or (B) my employment is terminated by the District or I am not reappointed to a Montessori teaching position by the school administration, or (C) any other reason which is completely unforeseeable and beyond my control, for example, a reduction in force, catastrophic illness or an act of God/force majeure, the repayment requirements set forth herein shall not apply.

Signature

Date

Printed Name

Witness Signature

Date