

2012-2013
RATIFICATION INFORMATION
PLEASE POST IMMEDIATELY

SCHOOL DISTRICT OF
CLAY COUNTY

2011-2014



MASTER CONTRACT
WITH
CLAY COUNTY EDUCATION ASSOCIATION

OK 7/24/12
2:27
p.m.
P
W

2012-2013 RATIFICATION INFORMATION

2011-2014 CCEA MASTER CONTRACT

Article		Language Changes	Page 1
Preamble		(Ratification date to be inserted)	
Article I	Recognition	Term “employee” or “teacher” further defined as instructional staff “employed by the CCSB.”	
Article IV	Association and Teacher Rights	Association and teacher rights expanded to include increased FEA delegates.	
Article IX	Teacher Facilities, Equipment and Materials	Clay Virtual Academy teachers’ equipment and materials defined.	
Article XVI	Leaves	Expanded donation of sick leave beyond family members. Ensured compliance with all federal laws including FMLA and ADA.	
Article XIX	Teacher Discipline	Ensured warnings procedure of paragraph B follows Superintendent’s recommendation.	
Article XXI	School Calendar	Original language. No holiday changes.	
Article XXII	Insurance	No additional costs to employees including new federal mandates resulting in increase costs covered by CCSB.	
Article XXVIII	Compensation	2011 updated to 2012 in paragraph A.1. to ensure experience credit for 2011-2012 to be paid beginning 9/28/12.	
Article XXIX	Term of Agreement	Date of ratification for 2012-2013 and opens for 2013-2014.	
Appendix IV A	SALARIES – 2012-13 Schedule	Step increase effective September 28, 2012 paycheck (non-retroactive).	
Appendix IV B	SALARIES – School Psychologists	Step increase effective September 28, 2012 paycheck (non-retroactive).	
Appendix IV C	SALARIES – Degree Differentials	Original language. No changes.	
Appendix IV D	SALARIES – Pay Differentials	Attendance incentive expired and removed.	
Appendix IV E	SALARIES – ROTC Instructors	Step increase effective September 28, 2012 paycheck (non-retroactive).	

Appendix IV F	SALARIES – Professional Assignment/ Athletic Directors	Step increase effective September 28, 2012 paycheck (non-retroactive).
Appendix V	SALARIES – Academic and Athletic Differentiated Pay Schedule	Original language. No changes other than date change.
<u>Signature Sheet</u>		Bargaining team members' signatures on 07/23/12, indicating final, tentative agreement and recommendation for ratification by the School Board and CCEA.

Please review language posted at your work site. We recommend ratification of these amendments.

Denise Adams, Deputy Superintendent
Toni A. McCabe, Assistant Superintendent for Human Resources
Jim Martini, CCEA Chief Negotiator


[Handwritten signature]
TA
7/23/12
11:59
[Handwritten initials]

PREAMBLE

This Agreement is entered into this _____ day of _____, by and between the School Board of Clay County, Florida, hereinafter called the "Board", and the Clay County Education Association, an affiliate of the Florida Education Association, the National Education Association, the American Federation of Teachers, and the AFL-CIO, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board and Association have agreed to negotiate in good faith with respect to salaries, hours and all other terms and conditions of employment and, now, having reached an agreement on all such matters, desire to enter into this contract embodying such agreements, and in consideration of the following and mutual covenants, it is hereby agreed as follows:

DM
TA
7/23/12
11:45


**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 27th day of May, 1980.
- C. The term "employee" or "teacher" when used hereinafter shall refer to all professional members of the instructional staff **employed by the CCSE** represented by the Association in the bargaining unit.

Review
11/24
1/23/2012
SW T.A.

Board Counter Proposal 7/23/12

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 ~~who may not be located at the affected school it will submit a written request to, 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. If such meeting involves Association members from the affected school only, then a written request to the principal shall be submitted in advance to secure permission. If any special equipment is needed, it must also be included in this request.~~ The Association shall reimburse the Board for those use 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 ~~principal~~ will have a designated a space for a bulletin board in the his/her school, in a place which is visible and accessible to the teachers such as the teachers' lounge/work area, for the 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, ~~may~~ 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 Association Faculty Representative ~~will~~ shall be given an opportunity at the end of each school faculty meeting to make announcements of time, place, and topics of future meetings.
- 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.

- 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. ~~1.~~—Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Association authorization to deduct membership dues in the Association. Such signed authorization shall be processed by the Association and delivered by the Association with an accompanying list to the Payroll Office by no later than ten (10) work days prior to the effected pay 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.
- ~~1.2.~~ 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 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 pay date or end of school year. Such list and authorizations shall stipulate the last date deductions are to be made.
- ~~2.3.~~ 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.
- ~~3.4.~~ 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.
- ~~4.5.~~ 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 ~~ten (10)~~ **fifteen (15)** representatives with no more than ~~two (2)~~ **four (4)** from any one worksite. 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. 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. ~~1.~~ 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.
- ~~1.2.~~ 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.
- ~~2.3.~~ 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.
- ~~3.4.~~ 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.

BYA 11:25
7/23/12
C. M. M.

**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 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. 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. A 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 A floating teachers so as to minimize the distances they must traverse.
- L. Full-time Clay Virtual Academy teachers instructors (defined as any employee who has students assigned to them) will be provided a computer, printer, penpad, digital camera and a mobile communications device approved by the Principal of the CVA. Additional equipment or programs may be requested through the CVA Principal for the instructors 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.
- M. The Board will provide the Association with a copy of the Annual and Long-Range (Five-Year) Capital Projects Plan.

1157

7/23/2012
[Signature]

DA 7/23/12
TA 11:59

**ARTICLE XVI
LEAVES**

Board Proposal 7/23/12

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 the 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 (.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. Sick leave must be substantiated by a physician's statement if it is requested either by the principal or the Superintendent, when such administrator has reasonable suspicion that an employee has a problem which relates to attendance.

a. Sharing of Sick Leave: ~~Effective 7/01/01, A~~an employee of the District ("authorizing employee") may authorize ~~his/her spouse, child, step child, parent, step parent, sibling, step sibling or half sibling who is also 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. ~~Sick leave transfer between employees is provided for the purpose of extending paid sick leave time in the event of a personal illness or the illness of an immediate family member. A completed "Certificate of Physician or Practitioner" 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 "Certificate of Physician or Practitioner" form) and depletion of all the ~~receiving employee's~~recipient's leave, including annual leave, if applicable.
3. If the ~~receiving employee~~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 ~~receiving employee~~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.
5. Sick leave will be transferred in blocks of five (5) days.
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 ~~donating~~ 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. ~~231.40(3)(a)~~ 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 ~~family member~~ 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 ~~family member~~ 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 shall 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 filed with Human Resources and 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:

- (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 area.

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

Any teacher who has utilized all of their regular leave (zero leave balance) will be granted one (1) 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. It is not charged against any other leave account. Application shall be made to the Superintendent and granted by the Superintendent or his/her designee. The employee will not be paid for days not scheduled to work. In order to honor a request for bereavement leave, details about the relationship may be requested by the Superintendent, as well as appropriate documentation, such as published obituary or copy of death certificate.

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. ~~For~~ 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 who are eligible for incapacity due to pregnancy, prenatal medical care, benefits, leave for 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 workweeks 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 servicemember medically unfit to perform his or her duties for which the servicemember 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 for medical treatment for 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 servicemember with a serious injury or illness with the maximum 26 week leave period. ~~with~~ The appropriate documentation providing the medical necessity for and dates and duration of such treatment 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 D8. 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 accomodation 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 of 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 ~~required as a result of the draft, enlistment, or recall to serve in the armed forces of the United States~~ shall be granted extended leave without pay, by the Superintendent or his/her designee, for such service up to a cumulative maximum of four (4) 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 discharge or release is under honorable conditions, 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. ~~by not later than thirty (30) days from the date of the teacher's written application for re-employment.~~ 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 re-employed 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:

- a. Engaging in study at an accredited university in his/her subject area or area deemed beneficial to the school system by the Superintendent.
- b. Full-time participation in the federally sponsored Peace Corps or Job Corps.
- c. Participating in foreign exchange teaching programs.
- d. Full-time teaching in his/her subject area in Department of Defense or Department of State

programs.

e. 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 suspicion-belief based upon objective factors-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, -an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, 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 complete-duties-and-responsibilitiesessential 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 Certificate shall be submitted by the examining physician, psychologists, or psychiatrist to the Superintendent and to the employee. Otherwise, the certificate 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, psychologists, 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 complete-duties-and-responsibilitiesessential 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 functionsecomplete-duties-and-responsibilities 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) ~~When a~~An Employee Assistance Program becomes available, the Superintendent shall ~~consider placement in such program~~ shall be considered prior to ef. (2).

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

g. Should the employee's physical or mental ~~impairment condition be corrected~~improve during the term of the employee's compulsory Extended Sick Leave ~~and to the extent that the employee can safely perform the essential functions of the position,~~ so certified by the employee's own attending physician, psychologists 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 ~~C.8.b.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.

1150
2/23/2012
Paul
JAN
JA

**ARTICLE XIX
TEACHER DISCIPLINE**

Board Counter Proposal 7/23/12

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, ~~in the opinion~~ 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.**

ARTICLE XXI
SCHOOL CALENDAR

Board Proposal 7/23/12

DA TA 7/23/12
11/2
R
C

- 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 or acts of God, 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. 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.
- F. 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.

10, 11 and 12 Month Employees

- (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)

DA TA
7/23/12
10:35 p.m.
D. W. W.

ARTICLE XXII
INSURANCE

Board Proposal 7/23/12

- A. Beginning on September 15, ~~2012~~ 2011, 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 .6 allocated position or for (.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.
- 1. Certain additional benefits to the hospital – surgical major medical insurance plan design may be required for the 2012-2013 school year (commencing on October 1, 2012) as a result of federal legislation. If these additional benefits are required for the 2012-2013 school year (commencing on October 1, 2012), the Board will pay the additional cost of these federally mandated insurance benefits (commencing September 15, 2012) for the 2012-2013 school year only. This amount shall be paid by the School Board and shall not exceed an amount up to \$16.36 per employee per pay period. In the event that these additional benefits are not mandated by federal law, the Board shall not pay any amount toward the cost of premiums for coverage for hospital – surgical major medical insurance coverage in excess of the amount set forth in paragraph A above. In addition, this paragraph applies only to benefits which would be required by the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148), to the extent that such legislation is not declared unconstitutional by the United States Supreme Court.**
- 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, when necessary.** The Superintendent shall select the chairperson of the Insurance 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. **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. Only this committee shall be utilized in making recommendations to the School Board 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.

1152
7/23/2012
Approved
Board Proposal 7/23/12
TX
DU

**ARTICLE XXVIII
COMPENSATION**

A. Experience

1. Up to 30 years of approved, verified teaching experience may be accepted for new hires. On July 1, ~~2012~~ ~~2011~~, returning teachers (with continuous Clay experience) and new hires shall be assigned a non-retroactive salary step in accordance with approved experience prior to July 1, ~~2011~~ ~~2010~~. 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.
- 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. 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.
- 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.
- 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% 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

- (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).

**ARTICLE XXIX
TERM OF AGREEMENT**

11:57 TA Du
7/23/13
Dunn

This Agreement is signed and ratified on _____, 2012. This Agreement shall be effective from the date of ratification and shall continue in effect through May 15, 2014. For the 2013-2014 school year, reopeners will be limited to Article XXII, Appendix IVA, IVB, IVC, IVD, IVE, IVF, and Appendix V. The parties may additionally open any two (2) articles for the Association's choosing and any two (2) articles of the Board's choosing for negotiations for the 2013-2014 school year by July 1, 2013. This Agreement shall not be extended orally and is expressly understood it shall expire on the date indicated.

Clay County Education Association

School District of Clay County

President

School Board Chairman

DOA T.A.
7/23/12
10:35 PM
[Signature]

APPENDIX IV A
SALARY SCHEDULE 2011-2012-2012-2013

Board Proposal 7/23/12

A. Regular Bachelor's Schedule

<u>Years of Approved Experience /Step</u>	<u>Bachelor's Level Salary Amount (196 Day)</u>
0	37,800
1	38,100
2	38,400
3	38,700
4	39,000
5	39,325
6	39,650
7	39,975
8	40,325
9	40,725
10	41,250
11	41,825
12	42,425
13	43,025
14	43,650
15	44,300
16	45,025
17	45,750
18	46,650
19	47,625
20	48,650
21	49,725
22	50,800
23	51,875
24	53,000
25	54,150
26	55,900
27	60,000

- A. Teachers who were paid \$60,000 (step 27) during the 2011-2012 school year shall remain at \$60,000 for the 2012-2013 school year.
- B. A supplement will be given to returning teachers who were on step 30 in 2002-2003 and earned a year of experience credit. The equal installment supplement (\$1745) will be paid during the ~~2011-2012~~ 2012-2013 school year.
- C. A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$500) will be paid during the 2012-2013 school year. An equal installment supplement (\$250) was paid during the 2010-2011 year. An additional equal installment supplement (\$250) will be paid beginning July 1, 2011.
- D. The salaries indicated shall be prorated based on the length and type of contract held by the respective teacher.
- E. The negotiated step increase for the 2012-2013 school year will become effective upon ratification, in the September 28, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

**APPENDIX IV B
SCHOOL PSYCHOLOGISTS – 2011-2012-2012-2013**

Board Proposal 7/23/12

1159
TA
7/23/2012
P

Step	Bachelor's Level Salary Amount (196 Day)	Bachelor's Level Salary Amount (216 Day)	Bachelor's Level Salary Amount (260 Day)
0	41,250	45,459	54,719
1	41,825	46,093	55,482
2	42,425	46,754	56,278
3	43,025	47,415	57,074
4	43,650	48,104	57,903
5	44,300	48,820	58,765
6	45,025	49,619	59,727
7	45,750	50,418	60,689
8	46,650	51,410	61,883
9	47,625	52,485	63,176
10	48,650	53,614	64,536
11	49,725	54,799	65,962
12	50,800	55,984	67,388
13	51,875	57,168	68,814
14	53,000	58,408	70,306
15	54,150	59,676	71,832
16	55,900	61,604	74,153
17	60,000	66,122	79,592

A. School psychologists who were paid at their step 17 during the 2011-2012 school year shall remain at their step 17 for the 2012-2013 school year.

B.1 All returning psychologists with continuous Clay County experience and new psychologists shall be assigned a salary step in accordance with the Articles on Compensation and Employment Conditions for 11 & 12 month Instructional Employees and in accordance with approved experience occurring prior to July 1, 2011. 2010.

C.2.A Clay County psychologist returning in 2011-2012 2010-2011, from a Board approved leave of absence shall be placed on the salary schedule based on the psychologist's equivalent placement at the beginning of his extended leave of absence.

D.3. The salaries indicated shall be prorated based on the length and type of contract held by the respective school psychologist and in accordance with the Article on Employment Conditions for 11 and 12 month Instructional Employees.

E.4. A supplement will be given to returning psychologists who were on step 17 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$500) will be paid during the 2012-2013 school year. A supplement will be given to returning teachers who were on step 17 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$250) was paid during the 2010-2011 year. An additional equal installment supplement (\$250) will be paid beginning July 1, 2011.

F. The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the September 28, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

1146
7/23/2012
C. Munn

**APPENDIX IV C
SALARIES - DEGREE DIFFERENTIALS**

Board Proposal 7/23/12

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)

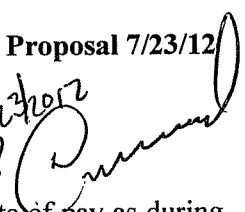
C. Teachers or School Psychologists With Contracts Over 196 Days: Amount Listed Above Will Be Pro Rated Based On The Actual Number Of Contract Days.

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 D
SALARIES – PAY DIFFERENTIALS**

Board Proposal 7/23/12

11:59
7/23/12
D.A.
7A
7/23/12


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.

G. Special Compensation

1. Certified or licensed Occupational and Physical Therapists shall be assigned a salary step and amount from the following schedule, in accordance with the Articles on Compensation and Employment Conditions for 11 and 12 month Instructional Employees, and prorated on the employees' actual number of contract days.

Step	Approved Experience	Salary (196 Days)
A	0	47,734
B	1	53,700
C	2	59,656
D	3	63,643
E	4	67,623
F	5-6	71,601
G	7-9	73,746
H	10+	75,957

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.

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-P, IND-T, VI, HI, PI, 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-P, IND-T, 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.

~~H. On June 15, 2012, an attendance incentive payment in the gross amount of \$1,000, less legal deductions, will be paid to any employee in the bargaining unit who has not used any partial or full sick/personal leave day during the period between December 5, 2011 and June 7, 2012, so long as the employee has, on June 7, 2012, at least 10 accrued and unused sick/personal leave days. For each full or partial sick/personal leave day taken between December 5, 2011 and June 7, 2012, the attendance incentive will be reduced by \$100.00. As an additional limitation to this payment, no employee shall be entitled to an attendance incentive payment that is more than the amount obtained by multiplying the number of the employee's accrued but unused sick/personal leave days as of June 7, 2012 times \$100.00. In any event, no employee shall be entitled to an attendance incentive payment in excess of the gross amount of \$1,000.00, less legal deductions.~~

~~Examples of payments under this provision:~~

~~TEACHER A takes 0 sick/personal leave days between December 5, 2011 and June 7, 2012. Teacher A has 200 accrued and unused sick/personal leave days as of June 7, 2012. Teacher A will receive an attendance incentive payment in the gross amount of \$1,000 less legal deductions.~~

~~TEACHER B takes 4 sick/personal leave days between December 5, 2011 and June 7, 2012. Teacher B has 150 accrued and unused sick/personal leave days as of June 7, 2012. Teacher B will receive an attendance incentive payment in the gross amount of \$600 less legal deductions.~~

~~TEACHER C takes 0 sick/personal leave days between December 5, 2011 and June 7, 2012. Teacher C has 4 accrued and unused sick/personal leave days as of June 7, 2012. Teacher C will receive an attendance incentive payment in the gross amount of \$400 less legal deductions.~~

APPENDIX IV E
SALARIES - ROTC INSTRUCTORS

11:59
7/23/2012
C
TA
7/23/12
11:59

Board Proposal 7/23/12

- 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 ~~2011-2012~~ 2012-2013 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.

su. 7/23/12
11:59
P. [Signature]

Board Proposal 7/23/12

**APPENDIX IV F
SALARIES/PROFESSIONAL ASSIGNMENT - ATHLETIC DIRECTORS**

- 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)

<u>Step</u>	<u>216 Days</u>
0	45,657
1	45,988
2	46,318
3	46,649
4	46,980
5	47,338
6	47,696
7	48,054
8	48,440
9	48,881
10	49,459
11	50,093
12	50,754
13	51,415
14	52,104
15	52,820
16	53,619
17	54,418
18	55,410
19	56,485
20	57,614
21	58,799
22	59,984
23	61,168
24	62,408
25	63,676
26	65,604
27	70,122

D. Athletic directors who were paid at their step 27 during the 2011-2012 school year shall remain at their step 27 for the 2012-2013 school year.

DE. A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$500) will be paid during the 2012-2013 school year. NOTE: A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$250) was paid during the 2010-2011 year. An additional equal installment supplement (\$250) will be paid beginning July 1, 2011.

F. The negotiated step increase for the 2012-2013 school year will become effective, upon ratification, in the September 28, 2012, paycheck. There is no retroactivity for any member of the bargaining unit for the 2012-2013 school year.

1/15/12
1/23/12
C. [Signature]

2011
7A.
11.09

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

Note: Supplements are based on the beginning teacher salary. However, for the ~~2011-2012~~ 2012-2013 school year, the percent indicated will be calculated using a base salary amount of \$35,000. 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.

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
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 <i>(Minimum of two major performances; football games; district marching festival; solo and ensemble; concert band and state festivals when applicable.)</i>	Equal	13.5
Band Director, JH <i>(Minimum of four performances; solo and ensemble; district concert festival; pep band)</i>	Equal	7.5
Band End of Year Supplement <i>(Two additional major festivals - three community events equals one major event)</i>	END	1.5
Bayard Point Sponsor	Equal	4.1
Choral Director HS/JH <i>(Minimum of four separate performances per year; district solo and ensemble and concert festivals)</i>	Equal	7.5
Choral Director End of Year Supplement <i>(Two additional major festivals: 3 community events equal one major event)</i>	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
Dance or Drill Team Sponsor JH	Equal	4.7
Debate Team <i>(Must include formal competitions outside of school setting)</i>	END	3.1

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
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 <i>(Per major performance)</i>	END	1.3
Discretionary Supplement <i>(All levels; identified by the school through the School Improvement Plan)</i>	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 <i>(Music Teachers Will Be Given Priority: minimum of two separate productions And includes planning, practice, advertising, etc.) Note: This supplement may be used a maximum of three times per school.</i>	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 8 th 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 <i>(Must include formal competitions outside school setting)</i>	END	3.1
National Beta Club Sponsor	Equal	4.1
National Junior High Honor Society Sponsor	Equal	3.1
National Honor Society Sponsor	Equal	4.1
Newspaper Staff HS	Equal	4.1
Newspaper Staff JH	Equal	2.5
Peer Teacher <i>(With portfolio requirement)</i>	Equal	6.0
Safety Patrol Elementary	Equal	2.1
Science Fair Coordinator, District	END	6.0
Science Fair Coordinator, Local School	END	3.6

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
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 (<i>Without portfolio requirements</i>)	Equal	4.0
Title I Supplemental Educational Services (SES) On-Site Facilitator Title I Funded	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 earned 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.

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Athletic Coaching Endorsement (Head, Athletic Directors, JH School Programs Coordinators with athletic coaching endorsement)	END	1.0
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

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
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
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

Supplement**Method of Payment****Percent**

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

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: 7-23-12

**THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM**

Dennis Adams
Joni McCole
Ed Patten
Michael Henry

**CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATING TEAM**

[Signature]
[Signature]
Chad [Signature]
[Signature]
CD'Andrea