

RATIFICATION COPY

PLEASE POST IMMEDIATELY

**2009 – 2012
MASTER CONTRACT
between**

**SCHOOL DISTRICT OF
CLAY COUNTY**

AND

**CLAY COUNTY EDUCATION
ASSOCIATION**

RATIFICATION INFORMATION

CCEA Master Contract 2009-2012

Article

Page 1

| | |
|---|--|
| <u>Preamble</u> | No language change; date to be added upon ratification. |
| <u>Article I - Recognition</u> | The term "employee" or "teacher" is defined. |
| <u>Article II – Negotiation Procedures</u> | No Changes. |
| <u>Article III – Grievance Procedure</u> | No Changes. |
| <u>Article IV – Association and Teacher Right</u> | Language added regarding electronic and hard copies of the Master Contract; language cleanup due to the electronic School Board agenda. |
| <u>Article V – Management’s Rights and Responsibilities</u> | No Changes. |
| <u>Article VI – Professional Day</u> | Current language with the exception of cleanup language for D.-I. placed in Article VI for clarity. |
| <u>Article VII – Planning/Preparation and Conference Time.</u> | Title change; new language to focus on planning, preparation, and conference time; C., D., and E. moved to Article VI for clarity; F. moved to Article VIII for clarity. |
| <u>Article VIII – Professional Duties</u> | Language added regarding monitoring of students for safety, duty roster, and number of functions requiring teacher attendance; C., D., and E. moved to Article VI for clarity. |
| <u>Article IX – Teacher Facilities, Equipment & Materials</u> | Language added regarding classroom and bathroom keys, and other language cleanup. |
| <u>Article X – Teacher’s Authority and Protection</u> | Language added to clarify teacher authority, and regarding 24-hour notice for students transferred for disciplinary reasons. |
| <u>Article XI – General Employment Practices</u> | Updated ESE position acronyms and language added regarding electronic monitoring. |
| <u>Article XII – Posting Vacancies and Voluntary Transfers</u> | Language cleanup and new language regarding on-line transfer profile. |
| <u>Article XIII – Reduction in Force: Involuntary Transfers</u> | No Changes. |
| <u>Article XIV – Professional Qualifications and Assignments</u> | No Changes. |

Article XV – Job Sharing

Sequence of application/reapplication guidelines changed.

Article XVI – Leaves

Language cleanup, and addition of Foreign Exchange Teacher Leave; language added regarding Fitness for Duty/Medical Examination third opinion.

Article XVII – Class Size

Language cleanup.

Article XVIII – Teacher Evaluation

Title change to omit “Teacher;” language added for CAS sub committees, communication to the teacher regarding deficiencies, and the request for a copy of the evaluation at the conclusion of the meeting.

Article XIX – Teacher Discipline

Language added regarding hearing rights, complaints and investigations, use of tape recorders.

Article XX – Inservice

Inservice program to be reviewed annually; language cleanup regarding the PDAC; new language to correlate inservice with IPDP’s and School Improvement.

Article XXI – School Calendar

Calendar Committee representation defined; calendars shall be established two years in advance; language added to define the number of working days in contracts; number of paid holidays are established and dates for same noted.

Article XXII – Insurance

No Changes.

Article XXII – Insurance Contribution Chart

See 2009-2010 Chart.

Article XXIII – Sick Leave Bank

No Changes.

Article XXIV – Employment Conditions for Eleven and Twelve Month Instructional Employees

No Changes.

Article XXV – Miscellaneous

No Changes.

Article XXVI – Contract Monitoring

No Changes.

Article XXVII – Contract Committees

Language added for Calendar Committee, CAS Committee, Insurance Committee, and Student Code of Conduct Review Committee.

Article XXVIII – Compensation

Amended regarding acceptance of full-time satisfactory Experience; provision added for salary advancement under performance pay guidelines.

| | |
|---|--|
| <u>Article XXIX</u> – Term of Agreement | Agreement to ratify on a date to be determined; strike sentence pertaining to retroactivity; agreement to reopen specified economic Articles and Appendices for 2010-2011; agreement to reopen two Articles of CCEA's choosing and two Articles of Board's choosing for 2011-2012 as well as all economic Articles and Appendices. |
| <u>Appendix I</u> – Payroll Deduction Form | No Changes. |
| <u>Appendix II</u> – Official Grievance Form | Revised Form Attached. |
| <u>Appendix IIIA</u> – Application to Transfer | No Changes. |
| <u>Appendix IIIB</u> – Recall Procedures | Original language, except that the year was deleted. |
| <u>Appendix IIIC</u> – Posting Procedures for Supplemental Positions | No Changes. |
| <u>Old Appendix IIID</u> – Guidelines of the Southern Association of Colleges & Schools | Entire Form Deleted. |
| <u>New Appendix IIID (Old IIIE)</u> – Application for Short Term Military Leave | No Changes. |
| <u>Appendix IVA</u> – Salaries | Change 2008-2009 to 2009-2010; note to reflect step increase for paychecks 13-24 for 2009-2010; \$250 supplement to returning teachers who were on Step 27 in 2008-2009. |
| <u>Appendix IVB</u> – Salaries – School Psychologists | Change 2008-2009 to 2009-2010; note to reflect step increase for paychecks 13-24 for 2009-2010; \$250 supplement to returning psychologists who were on Step 17 in 2008-2009. |
| <u>Appendix IVC</u> – Salaries – Degree Differentials | No Changes. |
| <u>Appendix IVD</u> – Salaries – Miscellaneous | Strike outdated language on 2008 Summer Academy; amend Special Compensation G; updated ESE acronyms; strike H. 1-4 for schools in corrective action, restructuring or in the process of planning for these procedures; language added regarding mutual agreement to negotiate the bargaining impact of Florida's Differentiated Accountability. <i>NOTE: There are two copies due to tentative agreements being reached on two different dates for certain language within this Appendix. Section H. 1-4 will remain in effect until ratification.</i> |

Appendix IVE – Salaries –
ROTC Instructors

2008-09 changed to 2009-2010.

Appendix IVF – Salaries –
Athletic Directors

Change 2008-2009 to 2009-2010; note to reflect step increase for paychecks 13-24 for 2009-2010; \$250 supplement to returning athletic directors who were on Step 27 in 2008-2009.

Appendix V – Salaries – Supplements

Date change; language added regarding the split of supplements; language cleanup.

Appendix VI – Mentoring Bonus
Guidelines

“Salary” bonus changed to “certification” bonus; language added to clarify time that can be claimed; amended language regarding dates for conducting Mentoring Activities.

Appendix VI – Mentoring Proposal Form

No Changes.

Appendix VI – Mentoring Log Form

No Changes.

Appendix VII – Procedures for Opening/
Closing A School

Title Change; new paragraph added for School Closures.

Appendix VIII – Reduction in Force:
Affected Subject Areas

New Appendix with language defining “current teaching assignment” or “affected subject area.”

Signature Sheet

Bargaining team members’ signatures on January 13, 2010 indicating final, tentative agreement and recommendation for ratification by CCEA and the School Board.

Board Proposal
11/30/09

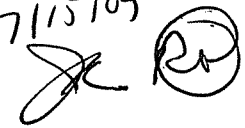
Du of
TA
1/13/11
R

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:

T. A. PA
7/15/09


CCEA Proposal
6/29/09

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 represented by the Association in the bargaining unit.

ARTICLE II
NEGOTIATION PROCEDURES

- A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association.
- B. When deemed necessary by the parties, release time will be provided the negotiating committee of the Association to meet during regular school hours for the purpose of reaching an agreement as rapidly as possible. Otherwise, all such negotiations shall be conducted after regular school hours.
- C. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the bargaining unit, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party; there will be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.
- D. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.
- E. Any cost incurred through the cost of a mediator and/or Special Master will be shared equally by the Board and Association.
- F. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall become null and void, and shall in no way affect the validity of any other provisions of this Agreement.

**ARTICLE III
GRIEVANCE PROCEDURE**

DA
TA
8/20/09

TA
8/20/2009
JK (PW)

A. Definitions

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

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

C. Class Grievance

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

D. Written grievances as required herein shall contain the following:

1. Shall be signed by the grievant or grievants;
2. Shall be specific and related to the alleged violation;
3. Shall contain a synopsis of the facts giving rise to the alleged violation;
4. Shall cite the section or subsections alleged to have been violated;
5. Shall contain the date of the alleged violation;
6. Shall specify the relief requested;

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

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

Level I

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

Level II

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

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

Level III

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

F. General Provisions

1. Any grievance which arose prior to the effective date of this Agreement shall not be processed through these procedures.
2. The affected supervisor shall be warned when a discussion with a teacher is being considered by the employee to be the informal step of this process.
3. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.
4. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

5. The losing party shall pay all fees and expenses of the arbitration step in this procedure.
6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.
7. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.
8. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.
9. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.
10. a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination prior to the arbitration hearing and such modification results in an immediate request by the charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.
b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his/her jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement; and shall not add to, subtract from, modify, or alter the terms of this Agreement or School Board Policy.
11. Any grievance initiated through the procedure outlined herein may not be filed a second time.
12. Reasonable accommodation will be made for handicapped School Board employees involved in the grievance process.

ARTICLE IV
ASSOCIATION AND TEACHER RIGHTS

Board Proposal
7/15/09

TA 7/15/09
TK 7/15/09
RJC

- 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.
- B-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 principal at least one (1) week in advance, if possible, to secure permission. 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.
- C. 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.
- D. E. Each school principal will designate a space or bulletin board in his/her school in a place which is accessible to the teachers 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.
- E. F. Duly authorized representatives of the Association, with the approval of the school principal, may 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 be given an opportunity at the end of each school faculty meeting to make announcements of time, place, and topics of future meetings.
- F. 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. made available to the school board annex office, and will make every attempt to make available the Personnel Agenda and budget amendments, if these are not part of the regular backup.~~ 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.
- G. 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.
- H. 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.

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.
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.
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.
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.

I-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.

J. 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) representatives with no more than two (2) 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.

K-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.
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.
 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.
 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.

ARTICLE V
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

- A. The Board expressly reserves without limitation all statutory rights, powers and authority conferred upon it and vested in it, including but not limited to inherent and common law management rights, those rights conferred in the Constitution of the State of Florida, Florida Statutes, regulations of the State Board of Education and by federal laws and regulations.
- B. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

ARTICLE VI
PROFESSIONAL DAY

TA 11/3/10
sa [signature]
R

Board Proposal
11/30/09

- A. Teachers will be allowed a duty free lunch period of not less than twenty-five (25) minutes, or for a period of time no less than the regular time scheduled in each school as lunch period for students, whichever is greater. This lunch time will not include the time necessary for teachers to accompany their classes to the cafeteria if so required.
- B. 1. Schedule
The teachers' standard scheduled day will be seven (7) hours and fifty (50) minutes per day and the five (5) day standard scheduled week will be thirty-nine (39) hours and ten (10) minutes. On planning days, the teachers' standard scheduled day will be eight (8) hours including one hour of duty-free lunch. The School Board will establish opening and closing times of its schools for both the administration and students which will become the primary schedule.
2. Scheduled Day
The scheduled day for teachers will be determined in advance through mutual agreement between the teacher and the principal. The total scheduled hours shall not be more nor less than the hours specified in VI.B.1. above or as specified in section VI B.3. below.
3. Scheduled Week
- A flexible scheduled week for a school faculty may be established in advance but only through mutual agreement between the principal and faculty.
 - Through mutual agreement, the principal may establish a flexible scheduled week for an individual teacher when such schedule is established within the parameters set forth in section B.
 - A flexible scheduled week may include days with hours which vary from the standard scheduled day in VI.B.1. above but shall not be more nor less than the hours in a standard scheduled week established in VI.B.1. above.
 - The flexible scheduled week for a faculty or for an individual teacher may occur within any consecutive five-day work period.
 - The scheduled week for a school faculty shall be submitted to the Superintendent of Schools in writing before such schedule may be implemented.
4. Restrictions
- The scheduled day and week for a faculty or for an individual teacher may not interfere with the student contact time, the fairness or consistency of the extra supervisory duties, and must ensure that all professional obligations such as meetings and parent/student conferences are met.
 - Teachers who are provided a supplemental salary for an extracurricular activity beyond the student day must conduct such activity after the scheduled day.
 - With advance notice, the principal may require the rescheduling of a teacher's day or week to the primary schedule for faculty or similar meetings.
 - Any School Improvement Plan that impacts planning periods during the student contact day must compensate the affected teacher who volunteers with money (\$10/hr.) or time.
- C. Full faculty meetings in each school will be scheduled bi-monthly provided that such meetings shall be canceled if nothing constructive is to be offered. Such meetings should be as brief and well-planned as possible. Faculty meetings will be scheduled at least one day in advance. Special faculty meetings may be called in an emergency. All efforts will be made to conclude faculty meetings within the seven (7) hour and fifty (50) minute scheduled day.
- D. Observations of a class by persons other than school administrative/supervisory personnel shall be arranged with the school principal. The principal will consult with the teacher involved and notify him/her of the reason and the time of the observation before granting such permission. This section shall not apply in the case of teacher evaluation.**
- E. Whenever possible, classrooms in which classes are being held shall be free of unnecessary interruptions by intercommunication systems, maintenance, custodian or construction workers or other disturbances.**

- F. When possible, teachers will be given advance notice equal to five (5) workdays of classroom cancellations due to changes in activity schedules and assemblies.**
- G. As may be required by the Clay County Teacher Induction Program, and when deemed necessary by the Support Staff and approved by the principal, the Peer Teacher shall be provided time during the student contact day to perform observations and other duties related to the Teacher Induction Program which cannot be performed at any other time. Every effort shall be made to select the peer teacher on a voluntary basis.**
- H. Grades from all secondary teachers will be due the morning following the end of the nine weeks planning day or the end of the semester planning day. Grades for the fourth nine weeks will be due at the end of the day on the day before the post planning day. Final Senior grades may be due in advance of other final grades to verify graduation eligibility.**
- I. Grades from all elementary teachers shall be completed by the morning following the end of the nine weeks planning day with the exception of the final nine weeks. The final grades may be due four days before the end of school so that report cards can be sent home on the last day of school for students.**

TA
8/20/09
K

TA
8/20/09

Board Proposal
7/29/09

ARTICLE VII
PLANNING/PREPARATION AND CONFERENCE TIME

- A. For the purposes of this article, planning, preparation and conference time refers to the time available to teachers before and after school as well as during the student day for the assurance of quality instruction.
- B. The Board recognizes the value and importance of providing planning/preparation and conference time for quality instruction. The Board and the Association also recognize the value and importance of ensuring student safety. Therefore, the Board and the Association agree to the equitable assignment of professional duties during this planning, preparation and conference time as referenced in Article VIII, Professional Duties. The Administration and the Association will work together to minimize encroachment upon planning, preparation and conference time.
- A.C. 1. High school, middle school, and junior high school teachers will shall have a planning/preparation/conference time each day equivalent to one (1) class period during student contact time. This time is in addition to the twenty-five (25) minutes allotted for lunch. ~~Teachers will be provided planning time during student contact time when possible. Any such planning time provided during student contact time will be equitably assigned, as will any time scheduled for duty during student contact time. Only duty involving the monitoring of students for their safety will be assigned during student contact time. For the purpose of this section, supervised study periods will be considered part of the instructional and supervisory load and will not be considered the~~ planning/preparation/conference time. Supervisory loads of secondary classroom teachers shall not exceed five (5) class periods in a six (6) period day, or six (6) class periods in a seven (7) period day as long as there is compliance with Article XVII, Class Size.
2. A Career and Technical teacher may be scheduled as in paragraph 1. above or to teach two (2) three-hour blocks or five (5) class periods in a six (6) period day depending on student needs. Planning/preparation/conference time may be assigned outside student contact time but during the work day.
- B. 3. ~~Elementary teachers will normally~~ shall have a planning/preparation/conference time each day equivalent to thirty (30) minutes of preparation time each day during student contact hours. This time is in addition to the twenty five (25) minutes allotted for lunch. This period may occur during the time students are in resource classes. When a teacher serves more than one school per day, planning/preparation/conference time and duty will be scheduled at only one of the itinerant teacher's assigned schools. ~~Duty involving the monitoring of students for their safety will be equitably assigned. Any regularly scheduled deviation from the thirty (30) minutes per day of~~ planning/preparation/conference time during student contact hours must be collaboratively developed through consensus between teachers and administration within the school site.
- C. ~~As may be required by the Clay County Teacher Induction Program, and when deemed necessary by the Support Staff and approved by the principal, the Peer Teacher shall be provided time during the student contact day to perform observations and other duties related to the Teacher Induction Program which cannot be performed at any other time. Every effort shall be made to select the peer teacher on a voluntary basis.~~
- D. ~~Grades from all secondary teachers will be due the morning following the end of the nine weeks planning day or the end of the semester planning day. Grades for the fourth nine weeks will be due at the end of the day on the day before the post planning day. Final Senior grades may be due in advance of other final grades to verify graduation eligibility.~~
- E. ~~Grades from all elementary teachers shall be completed by the morning following the end of the nine weeks planning day with the exception of the final nine weeks. The final grades may be due four days before the end of school so that report cards can be sent home on the last day of school for students.~~
- F. ~~A copy of the duty roster will be emailed from each school to the Association office for review by the Association no later than the last day of pre-planning.~~

TA 8/20/09
PK

ARTICLE VIII
PROFESSIONAL DUTIES

TA 8/20/09
Board Counter Proposal
8/13/09

- A. The Association recognizes that the teacher has a responsibility to aid in the fostering of a safe environment for students and employees. Therefore, professional duties involving the monitoring of students for their safety will be assigned during student contact time, before school, or after the scheduled student day as determined by the master scheduling needs of the school. Such duties shall be equitably assigned within each school site. The administration will avoid inequitable assignments of supervisory duties, such as bus loading and unloading.
- B. The duty roster shall be collaboratively developed between teachers and administration. Teachers shall attend up to three (3) functions during the year when advance notice has been given by the principal or supervisor. Attendance at additional non-paid functions shall be voluntary.
- C. A copy of the duty roster will be emailed from each school to the Association Office for review by the Association no later than the last day of pre-planning. Observations of a class by persons other than school administrative/supervisory personnel shall be arranged with the school principal. The principal will consult with the teacher involved and notify him/her of the reason and the time of the observation before granting such permission. This section shall not apply in the case of teacher evaluation.
- D. Teachers shall attend up to two (2) functions during the year when advance notice has been given by the principal or supervisor. Attendance at additional non-paid functions shall be voluntary. Whenever possible, classrooms in which classes are being held shall be free of unnecessary interruptions by intercommunication systems, maintenance, custodian or construction workers or other disturbances.
- E. When possible, teachers will be given advance notice equal to five (5) workdays of classroom cancellations due to changes in activity schedules and assemblies.

TA 6/29/09
Dr

TA 6/29/09
R. J. E.

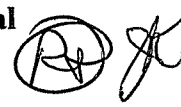
Board Counter Proposal
6/29/09

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, ~~and classroom keys~~ 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 significant teacher computer work station, including a printer, shall be provided for each teacher as soon as possible. ~~The CCEA will be furnished an update on this project annually until it is completed.~~
- K. "Floating" teachers will be provided a desk and locked storage space and access to a computer workstation and telephone. Every effort will be made to schedule "floating" teachers so as to minimize the distances they must traverse.
- L. The Board will provide the CCEA Association with a copy of the Annual and Long-Range (Five-Year) Capital Projects Plan.

ARTICLE X
TEACHER'S AUTHORITY AND PROTECTION

Board Proposal
7/29/09

TA 7/29/09 TA 7/29/09


- A. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline as is consistent with the Code of Student Conduct and Florida Statute 1003.32. This includes taking reasonable steps to ensure that teachers and students are not at undue risk of violence or harm and continuous disruptions that impede teaching and learning.
- B. The Board, Superintendent and Principal shall fully support the authority of the teacher to remove disobedient, disrespectful, violent, uncontrollable or disruptive students from the classroom. The administration will provide and follow a set of procedures as established in F.S. 1003.32 and identified in the current Clay County School District Code of Student Conduct relative to discipline problems. Within the first month of school, the building principal or designee will meet with faculty to review student discipline procedures and implementation of the Code of Student Conduct. School-based discipline plans or procedures to implement the Student Code of Conduct shall be collaboratively developed with involvement of the entire faculty. Such Existing plans will identify the Placement Review Committee Membership and be updated annually through collaboration.
- C. A teacher may impose customary classroom discipline where necessary in cases of minor infractions and may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student.
- D. The teacher involved in a student disciplinary case shall be questioned only in the presence of parties involved in the case or involved in the investigation of the case. Dignity and respect for teachers will be maintained whenever involved in a student disciplinary case.
- E. A teacher may send or escort a student to the office of the principal or designated school administrator, or send for assistance when the grossness of the offense, or persistence of the misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall promptly furnish the principal or his/her designee with full particulars on the problem or incident in writing. Once the teacher has been relieved of the responsibility of the student, it shall be the principal's or designee's responsibility to take action. Teachers shall be notified within five (5) working days of disposition of a student disciplinary referral.
- F. In the event that a teacher is a victim of physical abuse or threat thereof with use of a weapon or instrument capable of inflicting injury, such circumstance shall be promptly reported in writing to the principal or designated representative. Under such circumstances, the administration will provide assistance to the teacher to deal with outside agencies and shall enforce the Code of Student Conduct with respect to notification, suspension, or expulsion requirements. The Clay County Education Association will be notified of the time and place of the assault hearing at least two (2) working days in advance of the hearing.
- G. A teacher will be encouraged to begin, without penalty, implementation of the review procedure for instructional and ancillary material set forth in Board policy whenever such material is the subject of a complaint or is removed from instructional or library use.
- H. A summary of Level 3 or higher offenses will be made available upon request.
- I. Teachers will receive twenty-four (24) hour notice prior to receiving a student who is being transferred from another class due to disciplinary issues. Transfer occurring within the drop/add period at the beginning of each semester will not be subject to such notice.

DA
TR 7/12/09
JK
(2)

ARTICLE XI
GENERAL EMPLOYMENT PRACTICES

Board Proposal
7/15/09

- A. Discrimination on the basis of age, gender, handicaps, race, color, religion, national origin, or marital status is prohibited in the employment of personnel.
- B. Any teacher employed will be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate. When such fully certified teachers cannot be obtained, a teacher who is fully certified may be assigned to a position outside the scope of his/her certificate, or a qualified substitute may be employed only until such time as a fully certified teacher can be employed.
- C. A teacher who volunteers to transfer out-of-field to a critical shortage ESE position such as, EBD, SED, VE, IND-P, IND-T or IND-E, EH, SED, VE, PMH, TMH, or EMH, or other critical shortage area designated by the Superintendent, will have the opportunity to return to his/her previous position at the end of one year, provided the teacher has fulfilled the six hour requirement for out-of-field teachers. Teachers who volunteer to teach out-of-field in areas designated by the Superintendent as critical shortage areas and not eligible for State financial assistance shall be reimbursed by the Board for the required 6 hours of college coursework. Such reimbursement shall be at the Florida university system's tuition rate.
- D. Substitute teachers will be employed for all classroom teachers absent from regular classroom duties, including EH, SLD, and VE, and for all elementary resource teachers. Exceptions may be made in programs considered to be "pull out" such as Chapter I, Compensatory Education, and other Exceptional Student Education programs. In an emergency when a substitute cannot be secured, and all other resources have been exhausted, another teacher may be required to cover classes. The substitute shall provide a written report to the teacher of activities covered during the day. Teachers will provide written lesson plans for the substitute and upon return, will submit a written evaluation of the work performed by the substitute.
- E. Nothing in this Article shall prohibit the Superintendent from filling any position on a temporary basis or in accordance with statutes, rules, or regulations.
- F. Any reemployed teacher who previously held continuing contract or professional service contract status in Clay County may assume a professional service contract, if recommended by the Superintendent for such status.
- G. Effective July 1, 2004, all Clay County School District employees must be fingerprinted and background checked through the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation every five years. Based on the above existing requirements, the initial and renewal cost of the fingerprint processing of current employees will be paid by the Clay County School District.
- H. Electronic Monitoring
 - 1. The Association and the Board agree that the Board has the right to know the location of its Board-owned vehicles (i.e. school buses, maintenance vehicles, and all other similar fleet vehicles). Board-owned vehicles may be monitored by GPS or similar device(s) to track the location of the vehicle and monitor use of district resources to include the vehicle and associated fuel to operate the vehicle after giving employees notice. Such notice will state that Board vehicles may be monitored by GPS or similar device(s) and will be posted on the vehicle and included in the employee handbook. Upon purchase of such device(s), CCEA will be notified of the make, model and manufacturer and type of training administrators receive in the use of said device(s).
 - 2. Information obtained by or from any tracking device(s) installed on a Board-owned vehicle pursuant to this provision may be used by the Board for purposes of performance evaluation and/or progressive discipline cases. Tracking device(s)

installed under this provision for the purpose of investigation may be placed on the vehicle no more than thirty (30) days in any six (6) month period.

3. The Board may install video cameras on Board property and vehicles (to exclude restrooms, classrooms, offices, and staff/faculty lounges) for purposes of security and student/employee safety. Any information obtained from such video cameras may be used by the Board for purposes of performance evaluation and/or progressive discipline cases in accordance with current guidelines for same. Notice of the presence of video cameras is to be posted at the school or work site.

TA
6/29/09
JK

TA
DA
6/29/09

ARTICLE XII
POSTING VACANCIES AND VOLUNTARY TRANSFERS

Board Proposal
6/29/09

A. Definitions

1. For the purpose of this article, a transfer shall be defined as a change in grade, subject, assignment, class, building or position. A form shall be required only in the case of transfer between schools or programs.
2. For the purpose of this article, "surplus" personnel shall be defined as those regularly contracted teachers who are unassigned as the result of a reduction in staff allocations in a school, subject area within a program in a school or county wide.
3. For the purpose of this article, eligibility for filling vacancies in phase I limited to instructional staff holding a Professional Service Contract (PSC), Continuing Contract (CC), or Annual Contract teachers recommended for PSC with three (3) years of continuous service in the district. Phase I will include voluntary transfers, unassigned (surplus), and personnel returning from leave who meet these contract requirements.

B. Posting Vacancies

1. Vacancies during the school year
 - a. The ~~CCSB~~ SDCC website will be the site of the official instructional posting, ~~updated several times a week, as needed.~~
 - b. During the regular school year, vacancies shall be posted in every work site (cost center) for two (2) weeks on the first and fifteenth of each month, beginning two (2) weeks after the start of school and ending April first. ~~The Human Resources Division will notify each member of the bargaining unit any time that the website is updated.~~
 - c. In cases that effect the smooth and continuous operation of the school, posting timelines may be exempted to address emergency needs. ~~(i.e. resignations or emergencies.)~~
2. Vacancies for the next school year will be posted in the following phases
 - a. PHASE I: All vacancies declared for the next school year shall be posted for a period of two (2) weeks and open to transfers and in-county PSC/CC surplus, PSC/CC teachers returning from leave, and AC recommended for PSC with three (3) continuous years in the district. Teachers must have in-field certification to apply in this phase. Principals may opt to fill these positions after one week.
 - b. PHASE II: Provides a posting for those surplus teachers eligible in PHASE I. Transfers are not eligible in this phase. This phase provides placement offerings for these personnel immediately. This phase posting will be for two (2) weeks PSC/CC personnel shall be placed in a position for which they are qualified. If no such positions are available, they will be placed in an out-of-field position before AC personnel are placed. Placement of PHASE II teachers shall be in the following order:
 1. In-field PSC/CC personnel
 2. In-field AC personnel recommended for PSC with three (3) consecutive years of service in the district
 3. PSC/CC teachers returning from leave
 - c. PHASE III: This phase is open to in-county transfers, placement of AC surplus, and AC returning from leave, and new hires. It is a two (2) week posting. However, principals may fill immediately with AC surplus from their school and all others after one week.
 - d. FINAL POSTING for the next school year will begin July 1 for the purpose of information only ~~Information and phases will be not be noted.~~ longer listed.

e. SPECIAL POSTINGS will be made as needed for new/unique positions by ~~the district staff.~~

3. SUPPLEMENTAL VACANCIES

a. Schools shall post supplemental positions annually at their school for two (2) weeks in April when teachers are in school.

b. Unfilled Jr./Sr. High positions not unique to that school will be posted for two (2) additional weeks in all the schools in the district. This posting is the responsibility of the school with the vacancy.

c. Secondary supplemental positions not filled by district-wide postings may be advertised outside of the school system by the school with the vacancy.

d. In cases of extreme need when an athletic supplemental position cannot be filled in steps a, b, and c above, the supplemental position may be added to a teaching position in PHASE III.

e. Supplemental positions which become vacant during the regular school year (between September 1 and April 30) will be posted in the school sites of the vacancies for two (2) weeks. Positions not filled after two (2) weeks may be posted district wide and if not filled may then be posted for out-of-district applicants.

~~f. A copy of all vacancy postings for each school that is posted district wide or out of district shall be forwarded to the office of the association.~~

C. Voluntary Transfers

1. Each teacher shall be limited to one (1) volunteer transfer in a two (2) year period except at the discretion of the administration. A teacher wishing to seek a transfer to a posted vacancy for which he/she is eligible and qualified shall follow the procedures stipulated on the district transfer form. (See Appendix)

2. The principal/administrator of the cost center having the posted vacancy shall give due consideration to qualified and eligible in-county applicants. Due consideration shall be defined as taking into account the results of an interview, certification, experience, professional references, or other bona fide occupational qualifications. If a position is filled by a transfer applicant, the decision to select such applicant will be based on qualifications and length of service in the school district.

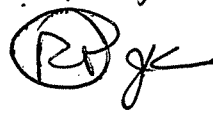
3. All actions taken will follow the posting procedures as described in Article XII.B.

4. For positions posted after April 1 for the next school year, transfer requests which are made before the last day of the teacher's school year, shall only require approval of the gaining principal/administrator before such transfer is submitted to the Human Resources Division for final consideration.

5. The losing principal/administrator may request a review of any such proposed approval to the Superintendent on the grounds that such approval would be detrimental to the program of the school. ~~Such grounds may include possible loss of accreditation or other such dire program concerns.~~ The grounds for the appeal and input from the gaining principal/administrator and teacher will be reviewed.

6. After the close of the school year and before the beginning for the next school year, approval by both the losing principal/administrator shall be required before such transfer is submitted to the Human Resources Division for final consideration.

7. **Transfer applicants must complete an on-line transfer profile (application) and will be notified electronically by the principal/administrator after a vacant position has been filled.** ~~After filling a vacant position, the principal/administrator will notify in writing, all applicants as soon as action is taken.~~

Original Lang.
Du T.A. 7/15/05


ARTICLE XIII
REDUCTION IN FORCE: INVOLUNTARY TRANSFERS

I. Identification of Affected Personnel

- A. Teachers affected shall be identified on the basis of certification, the current teaching assignment, and uninterrupted length of service in the district. Teachers shall be listed in accordance with their current assignment in the following order:
1. Volunteers from the affected area in the school;
 2. Out-of-field personnel from the affected area in the school*²; and
 3. The most recent date of hire for continuous service in the district in the affected area.

* Out-of-field personnel with significant progress toward certification can apply for an exception.

- B. In the event that Professional Service Contract/Continuing Contract personnel are listed in the paragraph above, the same number of annual contract personnel as the number of PSC/CC personnel listed shall be bumped in order of district seniority. These annual contract personnel must have the same qualifications as the identified PSC/CC personnel.
- C. If a teacher was hired in a position that was posted as a subject/coach position, the individual may be identified as surplus if he/she resigns from the coaching supplement. However, every effort will be made to assign the teacher to another teaching position within the school rather than identifying the teacher as surplus. If the principal decides not to advertise the position as a teacher/coach combination, then the teacher identified as surplus from that position may be returned to that position at any time before the posting of the vacancy, as long as the teacher remains qualified. This paragraph will be effective for those teachers who are appointed to their first athletic coaching position after December 15, 1987.
- D. After school begins and a reduction in staff is necessary due to a reduction in the allocation of teachers in a subject area or grade level within a school, only the teachers in the specified subject or grade level will be affected by the procedures listed in paragraph A above. If Professional Service Contract/Continuing Contract are identified, the provisions of paragraph B above will be in effect.
- E. When a reduction in the allocation of teachers in a school, subject area within a program in a school, or county-wide is necessary, the Association shall be presented a list of teachers in the affected school showing the teachers' rank, status, classification as described in Article I, and years of experience in Clay County public schools.

II. Placement of Unassigned Personnel

- A. Teachers listed for involuntary transfers shall be placed in vacant positions for which they are qualified on the basis of date of continuous employment in the school district as an instructional personnel or an administrator. The placement of unassigned personnel shall be in the following order:
1. Qualified Professional Service Contract/Continuing Contract personnel;
 2. Qualified personnel identified in I.C. above; and
 3. Qualified annual contract and bumped annual contract personnel.
- B. PSC/CC personnel shall be placed in a position for which they are qualified, or if none is available, in a position considered out-of-field before annual contract personnel are placed.

- III. Special Provisions in Unassigned Personnel - PSC/CC and AC recommended for PSC with three (3) continuous years in Clay County:
- A. In the event a position has not been identified and offered to a person listed as "unassigned" by the end of the sixth week of the next teacher contract year, a leave of absence without pay may be applied for and when approved, granted to any and all teachers affected who continue to be certified and qualified for the position in which they were previously employed.
 - B. Any teacher who would have been qualified for retirement during the reduction-in-force year shall be permitted to teach that year in order to acquire the needed service, provided he/she continues to be certified and qualified for the position in which he/she was previously employed.
 - C. If a vacancy occurs in a bargaining unit position after the sixth week of the next teacher contract year, including newly created positions, previously unassigned personnel who hold proper certification to perform the duties of the position in question will be recalled in reverse order of the layoff. Vacancy posting requirements are waived in the event of a layoff.
 - D. No new teacher shall be hired in a new position or in an unassigned PSC, CC or going on PSC teacher's subject area or grade level until all fully qualified unassigned teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No unassigned annual contract teachers from the previous year shall be given a priority right over current year teachers.
 - E. Each unassigned teacher shall notify the district Human Resources Division in writing of a telephone number and an address to which a letter or recall may be sent.
 - F. If a vacancy identified in C above occurs, a letter or recall shall be mailed to the properly certified and qualified unassigned teacher by certified mail, return receipt requested. Enclosed with the letter of recall shall be a list of positions which are vacant. Within ten (10) calendar days of the date of the mailing of such letter, the teacher shall notify the Human Resources Division in writing whether he/she will accept re-employment. Failure to accept recall within the required time limit automatically terminates the teacher's right of recall.
 - G. Recall rights of unassigned teachers shall terminate at the close of the regular 196 day contract year of recall, provisions of this section notwithstanding.
- IV. Special Provisions – Miscellaneous
- A. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited from transferring employees when the Superintendent determines it is in the best interest of the school system. Such transfers require the Board's approval.
 - B. When special talents or expertise are needed for a new position(s) to implement a new program(s), such new position(s) shall be posted in accordance with Article XII. If these talents or expertise are not found in the present employees, the proposed plans should be made known and present employees given an opportunity to qualify for the new position(s).
 - C. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans With Disabilities Act.

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

TA 8/12/09
PK

**ARTICLE XIV
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. The Association may obtain from the School Board the grade level, subject area, the type of certificate, years of experience, and salary of each teacher employed in the district.
- B. All teachers should be given notice of their schedules and assignments, including room assignment no later than the first day of pre-planning for the first semester and no later than the last teacher work day prior to the December break for the second semester. Every effort will be made to assign all teachers to a personal classroom. In addition, all efforts will be made to rotate classroom assignments of floating teachers to minimize disruption to the scheduled classroom assignment of the personal classroom teacher. Changes in teachers' assignments, or schedules, or room assignments will be made only when unforeseen situations occur.
- C. All instructional employment in summer school shall be filled according to the following criteria:
 - 1. All teachers who apply shall apply for summer school classroom positions which are open at centers affecting their school. Requests to teach summer school shall be presented to the district Human Resources Division.
 - 2.
 - a. Only teachers under contract in the county for the year preceding or for the next year will be considered for summer school employment.
 - b. No teacher receiving a poor evaluation during the regular school year will be eligible for summer school employment.
 - 3. Assignments to such positions in each summer school center shall be made according to the following ranked criteria:
 - a. Proper certification and qualifications are held by the employee.
 - b. Employee has taught one (1) year in the subject applied for within the past three (3) years or is assigned to teach the subject for the next school year.
 - c. Uninterrupted seniority in the district.
 - 4. During the first three days of summer school, the following ranked criteria shall be used should there be a need to reduce the number of teachers in a specific subject area within the school, or, for exceptional education teachers on a district-wide basis:
 - a. Teachers who do not hold proper certification or qualifications.
 - b. Teachers who have not taught one (1) year in the subject within the past three (3) years or is not assigned to teach the subject for the next school year.
 - c. Teachers with least uninterrupted district seniority.
 - 5. Summer school teachers shall not be required to teach less than two (2) hours per day.

5/20/09

TA Denise Acker
(RA)

ARTICLE XV
JOB SHARING

Board Proposal
5/20/09

- A. Teachers who hold continuing contract or professional service contract may apply to job share. Such application must be submitted by the teachers by February 15 of the year preceding the year of the job sharing. An updated plan must be submitted by the teachers with the reapplication annually by March 1. ~~The application or updated reapplication for job sharing must be approved by the principal or supervising administrator of the effected teachers and by the Assistant Superintendent for Human Resources before commencement of the plan.~~ The teachers will be notified in writing of the disposition of the application by March 15 of the year preceding the year of job sharing.
- B. The application for job sharing must contain a statement signed by the teachers agreeing to the conditions outlined in this article; a copy of the proposed teacher work calendar that addresses proposed work days, planning days, early dismissal days, joint pre- and post-planning days, lunch time, duty responsibilities, and holidays; a signed insurance/paid holiday waiver; and a daily schedule addressing planning/conference period occurring within and outside the student contact.
- C. **The application or updated reapplication for job sharing must be approved by the principal or supervising administrator of the effected teachers. The principal or supervising administrator must then seek approval by the Assistant Superintendent for Human Resources prior to commencement of the plan. A written explanation will be provided by the principal or supervising administrator for a disapproved application.** ~~Should an application for job sharing not meet the criteria in this article, t~~ **The affected teachers may present their plan application and written notice of disapproval** to the Contract Monitoring Committee **for review.**
- D. The work calendar included in the approved application must reflect a total of the equivalent of 99 contract days in the contract year for each teacher who job shares. These 99 days must be consecutive whole work days or 196 consecutive partial work days for each teacher, or an alternative calendar approved by the principal and the Assistant Superintendent for Human Resources.
- E. The work calendar included in the approved application shall not include any paid holidays not included in this Agreement for other teachers working the normal term of contract. Teachers who job share shall not be entitled to any paid holidays not scheduled during their contracted work period nor to any days in exchange for paid holidays not included in their work calendars.
- F. Should one of the teachers wish to resign, that teacher may identify a certified teacher qualified under the provisions of this article who agrees to all of the conditions of the approved and established plan. The principal or supervising administrator and the Assistant Superintendent for Human Resources must approve the teacher replacement. Should no qualified and approved replacement teacher be identified, the remaining teacher agrees to assume the full time position.
- G. To fulfill their professional responsibilities, the teachers who job share may be required, with advance notice, by the principal or supervising administrator to schedule joint conferences, faculty meetings, or inservice beyond the modified work schedule.
- H. Credit for experience will be awarded only according to established procedures. Should a year of experience be earned during the contract year, such service will be defined as continuous unless the teacher has broken service through resignation or through other termination process.
- I. The School Board shall be responsible for health/life insurance coverage in accordance with the insurance article for one teacher involved in the job sharing experience. Should the other teacher whose insurance will not be paid by the School Board wish to have the coverage, that teacher will be responsible for the entire premium.
- J. For the purpose of job sharing, a full time position will be defined as 50% of a full position plus one day (99 days). All leave policies of the contract apply to job-sharing teachers with the following exception. Each teacher will be allowed to earn five sick leave days, three of which may be personal leave. These teachers may use accrued sick leave from previous years.
- K. All other articles contained in this Agreement will apply to the teachers who job share including reduction in force procedures.

change effected to affected

ARTICLE XVI
LEAVES

TA TA
7/29/09 TA
Board Proposal
7/29/09

7/29/09
(R) JK

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, 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 Personnel Division 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, an employee of the District may authorize his/her spouse, child, step child, parent, step parent, sibling, step-sibling or half-sibling who is also an employee of the District 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 and depletion of all the receiving employee's leave, including annual leave, if applicable.
 3. If the receiving employee 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. 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. Leave donated but not used will revert to the donating 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.

8. "Upfront" days are defined as sick leave days credited to employees before they are earned, as required in F.S. 231.40(3)(a)1. Such days may not be eligible for transfer until the employee has worked the required duration to earn the days.
 9. Sick leave days transferred from one family member to another under this policy may not be used for personal leave.
 10. Transferred sick leave days may not be held or used for terminal leave purposes.
 11. Sick leave transferred from one family member 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.
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 may 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 the ~~Personnel Division~~ 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 the Personnel Division 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 the Personnel Division- 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 of 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 the Personnel Division prior to reemployment.
2. For teachers with at least twelve (12) months of service, who are eligible for benefits, leave for childbirth, 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, 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. 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. Intermittent FMLA leave may be granted for medical treatment for the teacher or the teacher's immediate family (spouse, child, parent), within the maximum twelve (12) week leave period, with the appropriate documentation providing the medical necessity for and dates and duration of such treatment. 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.
 4. 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.
 5. 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.
 6. 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 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 ~~the Personnel Division~~ 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 ~~the Personnel Division~~ prior to reemployment.

3. Maternity Leave

Leave may be granted to a teacher for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery or for whatever period of time of disability designated by the attending physician, which is directly a result of the pregnancy. A physician's statement shall accompany such request and must verify the dates requested. The request must be approved by the Superintendent or his/her designee. Sick leave days which have been earned or have been granted in accordance with the rules of the Sick Leave Bank may be used during any portion of this leave during which the physician verifies in writing that the teacher is disabled, otherwise, maternity leave shall be without pay.

4. Child Care Leave

Leave without pay may be granted to any teacher for the purpose of the care of a dependent child under the age of two living in the same household. If the dependent child in the same household is over the age of two, an accompanying statement from a physician verifying the need for the teacher to care for the child and verifying the period of time required for such leave must accompany this request. The request must be approved by the Superintendent or his/her designee.

5. Military Leave

a. Any teacher 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 to a maximum of four (4) 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, 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 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**

1. **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:**

- a. **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.**
- b. **Said leave shall be for a period of one (1) contract year and may not be extended.**
- c. **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.

- d. 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.
 - e. 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.
 - f. 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.
2. 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:
- a. 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.
 - b. Proof of acceptance by the approved exchange teaching organization.
3. 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.

8.7-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 the Personnel Division and approved, by the Superintendent or his/her designee prior to the effective date of leave.

9.8- Fitness for Duty/Medical Examination

- a. If the Superintendent has reasonable suspicion based upon objective factors to indicate 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 responsibilities of the employee's position.
- b. Any examination performed under this Article will be performed by a medical physician, psychologist, or psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, or psychiatrists, ~~or two to five laboratory testing facilities (where applicable)~~ recommended by the district. A copy of the list of laboratory facilities

~~will be provided by the Superintendent to the Association annually and updated accordingly. The written results of the evaluation~~ **A Fitness for Duty Certificate** shall be submitted by the examining physician, psychologists, ~~or~~ psychiatrist ~~or laboratory facility~~ to the Superintendent and to the employee. Otherwise, the report **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.d. 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.e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, 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 complete 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 an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.(2).
 - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article XVIII of this Agreement.
- g.f. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and 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. 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.

TA
BA
6/29/09

**ARTICLE XVII
CLASS SIZE**

TA
J. [Signature]
6/29/09

**Board Proposal
6/17/09**

TA
(R4)
6/29/09

TA Correction Date 6/29/09

- A. The Superintendent and his/her staff will annually recommend to the School Board the number of teachers to be assigned to each school.
- B. Class size may vary in schools because of local conditions and needs. During the first full calendar month of school, the Superintendent's staff shall review any circumstances of teachers' class loads whose enrollment is in excess of those set forth in the ~~current Policies, Principles, Standards for the Accreditation of Elementary, Middle, and High Schools, Southern Association of Colleges and Schools and Florida Statute 1003.03, Maximum Class Size~~. Within the guidelines herein, the number of students assigned to a teacher in the traditional, block, or alternative scheduled classes will be comparable.
- C. The Superintendent's staff will annually, within four (4) weeks after school begins, and again within three (3) weeks of the beginning of the second semester, review with the Association the class load of each classroom teacher. The results of this review will be submitted in writing to the Deputy Superintendent. He/she in turn, will submit to the Association and the Superintendent these results along with plans to bring the district school into compliance with Florida's Class Size Amendment Standards. ~~SACS recommendations and Florida Statute for the continued accreditation of the school.~~

ARTICLE XVIII
TEACHER EVALUATION

TA
7/29/09
Bo

TA
7/29/09
JL

Board Proposal
7/29/09
(PN)

- A. The Board and the Association recognize that the basic purpose of evaluation is to improve the instruction and the effective operation of the total school system.
- B. The Board and the Association agree to organize a committee consisting of classroom teachers and administrators to meet annually during the first semester, or as deemed necessary by the Committee, for the purpose of evaluating the procedures used in the Clay Assessment System (CAS). When the committee deems it appropriate that changes in the procedures used should be made, it will recommend these changes, in writing, to the Superintendent for his/her approval or disapproval. If disapproved, the changes will be returned to the committee for modification. The Superintendent will send approved changes to the Board for its consideration. The committee will be composed of four (4) members selected by the Association and four (4) members and a chairman appointed by the Superintendent, with sub committees established as needed. The chairman will be responsible for notifying all members of time and place of meetings at least two (2) weeks in advance. The chairman is empowered to vote only when a tie vote occurs.
- C. The policy on teacher evaluation as outlined by the Board shall be adhered to in evaluating teachers. Principals or District Staff are responsible for the implementation of CAS in accordance with the policy. The policy shall provide for appropriate classroom observation which shall be done with the teacher's knowledge and appropriate advance notice. However, the principal retains the right to utilize informal classroom observations without advance notice as part of the evaluation process. Suitable post-observation conferences shall be included in the policy. If a teacher disagrees with his/her final evaluation report, he/she may submit a written statement thereon which shall be attached to the evaluation report. The teacher may request the presence of the Association representative at any step in the CAS appeal procedure properly initiated by the teacher.
- D. The evaluator may conduct informal observations without advance notice as part of the evaluation process. Noted deficiencies shall be communicated to the teacher within three (3) days of the informal observation.
- E. Classroom walk throughs, unless considered in combination with informal and formal observations, will not be used for evaluative purposes and will not be the catalyst for the generation of a Professional Development Plan.
- F. Post observation conferences shall be held in accordance with the current CAS Manual.
- G. If a teacher disagrees with his/her final evaluation report, he/she may submit a written statement, which shall be attached to the evaluation report.
- H. The CAS appeal process may be initiated by the teacher in accordance with the procedure outlined in the CAS manual.
- I. The teacher may request the presence of an Association representative at any step in the CAS appeal procedure properly initiated by the teacher.
- J. If the teacher has concerns that the evaluation procedures have not been correctly followed, the procedural concerns may be addressed through the use of the grievance procedure outlined in Article III.
- K. Each teacher shall be given a copy of his/her formal evaluation within ten (10) working days from the date of completion of same. A teacher may request a copy of this evaluation at the conclusion of the meeting.
- L. All evaluations shall be concluded prior to making recommendations for reappointments, where applicable, in accordance with state law. All Annual Contract teachers must be notified by May 1st in writing of the intent of non-reappointment for the following year.
- M. "Days" as used in the policy on teacher evaluation and in the CAS manual shall mean "working days". "24 hours" as used in the policy on teacher evaluation and in the CAS manual shall mean 'one work day'. "72 hours" as used in the policy on teacher evaluation and CAS manual shall mean "three work days."

- N. Members of the bargaining unit shall not be required to evaluate another member of the bargaining unit when such evaluation is conducted under the provisions of this article. Observations may be conducted as prescribed by CAS.
- O. If a teacher's unsatisfactory evaluation results in placement on a 90-day probationary status the following will apply:
 1. The teacher will be notified that this process may result in termination of employment;
 2. Every effort will be made to assure that the teacher understands the improvements required, the benchmarks for measuring progress and the time line for progress evaluation.

TA 8/20/09
8/20/09
8/20/09

ARTICLE XIX
TEACHER DISCIPLINE

Board Proposal
8/13/09

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 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, ~~to said material~~, 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 ~~procedures developed by the Division of Human Resources and in accordance with~~ requirements set forth in Florida Statutes 1012.31 231.291. 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 XX
INSERVICE

- TA 8/20/09 TA 8/20/09
PK R
- A. The inservice program shall be reviewed quarterly annually by the Professional Development Advisory Council acting through the School Board.
- B. The Association shall provide the Board Office of Professional Development with a list of classroom teachers qualified to serve on the PDAC Council. ~~Such list shall exceed the number of vacancies by at least twice the number.~~ The Board Association in collaboration with the Office of Professional Development shall fill vacancies from the list submitted, but reserves the right to reject all or any part of any list submitted. It is recommended that teacher members of the Professional Development Advisory Council shall serve no more than two (2) consecutive terms.
- C. There shall be a written evaluation of all workshops and/or inservice programs at the end of such programs by teachers attending. Such evaluations shall be forwarded to the ~~Office of Professional Development Professional Development Advisory Council, Inservice Director, and the Deputy Superintendent,~~ and made available to the Association.
- D. Teachers may be required to attend inservice training during the scheduled or primary day but not during more than one planning day during the school year. Each instructional employee is required to establish an annual individual professional development plan aligned to the School Improvement Plan and related to specific performance data for the students to whom the teacher is assigned. See Appendix IVD, C.1. regarding compensation for training.
- E. Teachers required to complete ESOL training by enrollment in an on-line ESOL course shall be granted two (2) days of Temporary Duty Elsewhere (TDE) during the semester in which the teacher is enrolled in the on-line course. The teacher must be enrolled in the class a minimum of fourteen (14) days prior to the request for TDE and must provide proof of the completion of the course to the Office of Professional Development no later than fourteen (14) days after the beginning of the semester following the request for TDE.
- E, F The follow-up for inservice training shall be fair, equitable, appropriate, and reviewed by PDAC.

ARTICLE XXI
SCHOOL CALENDAR

TA
R
6/29/09

TA
RBO
6/27/09
Board Revised Proposal
6/01/09 Re-Countered 6/17/09
TA Correction Date 6/29/09

A. Association Recommendations—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. The Association may present in a timely manner to the Superintendent its recommendations relative to the beginning and ending dates for teachers, planning days and holidays for teachers along with supporting reasons. The Superintendent will consider these recommendations and supporting reasons, if provided in the manner indicated. The Board will notify the Association at least twenty (20) working days before the deadline for submission of such recommendations.

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

For the 2009-2010 school 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.

D. E. Paid Holidays—Additional Days

The annual contract year for teachers shall consist of 196 days, six (6) paid holidays. 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.

The Board agrees to designate the following paid holidays for employees. The established holidays for 2009-2010 are listed below.

10, 11 and 12 Month Employees

The following dates shall be the six (6) paid holidays for the 2008-2009 school year:

- | | |
|---------------------------------------|-------------------------------|
| 1. September <u>07, 2009</u> 01, 2008 | Labor Day |
| 2. November 11, <u>2009</u> 2008 | Veteran's Day |
| 3. November <u>26, 2009</u> 27, 2008 | Thanksgiving Day |
| 4. December 25, <u>2009</u> 2008 | Christmas Day |
| 5. January 1, <u>2010</u> 2009 | New Year's Day |
| 6. <u>January 18, 2010</u> | <u>Martin Luther King Day</u> |
| April 10, 2009 | Good Friday |

11 and 12 Month Employees Only

The annual contract year for eleven (11) month teachers shall consist of 216 days, seven (7) paid holidays. The following date shall be added to the above six (6) paid holidays for eleven (11) month teachers for the 2008-2009 school year:

7. April 2, 2010
~~— May 25, 2009 —~~

Good Friday
Memorial Day

12 Month Employees Only

The annual contract year for twelve (12) month teachers shall consist of 260 days, nine (9) paid holidays. The following dates shall be added to the above seven (7) paid holidays for twelve (12) month teachers for the 2008-2009 school year:

8. July 2, 2009 ~~3, 2008~~
9. May 31, 2010
~~— November 28, 2008 —~~

Independence Day (Observed)
Memorial Day
Friday after Thanksgiving

When necessary to reduce the number of workdays to 260, unpaid holidays shall be identified in the contract. For the 2008-2009 school year, January 19, 2009, the Federal observance of Martin Luther King's birthday shall be observed as a non paid holiday.

TA 7/29/09
TA 7/29/09

**ARTICLE XXII
INSURANCE**

**Board Proposal
7/29/09**

- A. The Board agrees to contribute that portion , of the premiums, contingent upon plan selected, for single coverage comprehensive hospital-surgical-major medical insurance which is set forth on the schedule below, and 100% of the group life insurance policy 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.
- B. 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.
- C. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- D. 1. An insurance committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The 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. 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

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.


- E. 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.

TA
7/29/09
PK
PTA 7/29/09

Board Proposal
July 29, 2009

ARTICLE XXII
INSURANCE CONTRIBUTION CHART
-2009-2010

| Basic HMO | Employer | | Employee | |
|--|----------|-----------------|----------|-----------------|
| Employee | | <u>\$240.12</u> | | <u>\$10.01</u> |
| Employee & Spouse | | <u>\$265.82</u> | | <u>\$217.49</u> |
| Employee & Children | | <u>\$253.58</u> | | <u>\$207.48</u> |
| Family | | <u>\$348.34</u> | | <u>\$285.00</u> |
| Premium HMO | | | | |
| Employee | | <u>\$232.03</u> | | <u>\$61.68</u> |
| Employee & Spouse | | <u>\$280.88</u> | | <u>\$286.55</u> |
| Employee & Children | | <u>\$267.93</u> | | <u>\$273.35</u> |
| Family | | <u>\$368.10</u> | | <u>\$375.54</u> |
| Healthfund — HRA High Deductible Health Plan (HDHP) | | | | |
| Employee | | <u>\$262.42</u> | | <u>\$46.31</u> |
| Employee & Spouse | | <u>\$328.06</u> | | <u>\$268.41</u> |
| Employee & Children | | <u>\$312.96</u> | | <u>\$256.04</u> |
| Family | | <u>\$429.95</u> | | <u>\$351.76</u> |

Original copy
7/15/09 SA


**ARTICLE XXIII
SICK LEAVE BANK**

A. Committee

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

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

C. Membership

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

D. Procedures and Audit

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

E. Bank Rules

1. The Sick Leave Bank shall have a minimum of two hundred fifty (250) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
2. In the event the balance of days on deposit is below two hundred (200) days at the start of the school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the 196-day contract year in order to replenish the bank to the level established in E. 1. above for reactivation. If the balance of days on deposit falls below one hundred (100) days during the school year, all participating members shall be asked to contribute one additional day to the Sick Leave Bank. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave. Any teacher not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (E. 2.) shall not be returned to the teacher unless the bank fails to be reactivated.
3. Use and Application
 - a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the teacher will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for 3 or more months after the requirements of 3b and 3c (below) are met.
 - b. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave on record.
 - c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent for a minimum of fifteen (15) consecutive work days.

- d. Any member applying for days from the Sick Leave Bank must have filed an application with the Board for Extended Sick Leave that has been received by the Personnel Office and approved pending Board action. Written notification to the Sick Leave Bank Committee will be made within 3 working days of the Personnel Office approval or disapproval.
 - e. Any member applying for days from the Sick Leave Bank must file with the committee an application. This application must be accompanied by a form filled out by the doctor which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the cost of the applicant. Modifications to initial Sick Leave Bank agreement to use partial days will require that a letter of request and physician's statement be submitted to the Sick Leave Bank Committee. The committee will review the addendum and respond in writing to the teacher and district office to approve or deny the requested modification.
 - f. No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.
 - g. No member shall be eligible to draw more than sixty (60) days from the bank during any school year. A member drawing leave from the bank, who is released by his/her doctor to return on a partial day schedule before his/her 60 days have been used, may draw partial days from the bank until he/she has used his/her entire sixty (60) days or until he/she is released to work full time by his/her doctor.
 - h. Part-time teachers (less than .6) shall not be eligible to draw leave from or contribute leave to the sick leave bank. However, teachers who participate in job sharing, are allocated ".5 and 1 day," and earn leave shall be eligible to participate in the sick leave bank.
 - i. Teachers who are members of the sick leave bank and then become part-time teachers (less than .6) can remain members of the sick leave bank but may not draw leave from the bank until they return to full time status (.6 or more).
4. Abuse
- a. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.
 - b. The Sick Leave Bank Committee may review medical reports filed with the Superintendent's Office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days.
 - c. The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.
5. Withdrawal From Sick Leave Bank
- Teachers wishing to withdraw membership in the bank shall not have their contributed sick leave days returned.
- F. Hold Harmless
- The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for teachers to use this Sick Leave Bank.

J. P.

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

- A. Eleven Month Employees/Ten and Eleven Month School Psychologists
1. Employees who are contracted for an eleven (11) month position shall be contracted on the basis of a 216 day contract year. The calendar for these employees shall be the same as that established for ten (10) month employees with the exception of the beginning and ending dates of employment.
 2. With the exception of School Psychologists and Occupational/Physical Therapists, eleven month employees shall be paid a prorated amount based on their number of contract days times their daily rate of pay established from the salary schedule for teachers.
 3. Ten and eleven month School Psychologists and Occupational/Physical Therapists shall be paid a prorated amount based on their contract days times their daily rate of pay established from the applicable salary schedule.
 4. No annual leave shall accrue for ten or eleven month employees.
- B. Twelve Month Employees
1. Employees who are contracted for twelve (12) months shall work under the same calendar established by the School Board for twelve (12) month employees. These employees shall accrue annual leave and be eligible for additional paid holidays as established by the Board.
 2. Annual leave days for twelve (12) month employees shall accrue from the first month of employment at the rate of:
 - a. One (1) day per month of employment for employees with less than five (5) continuous years of total employment with Clay County or other Florida county school system.
 - b. One and one-fourth (1 1/4) days per month of employment for employees with at least five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.
 - c. One and one-half (1 1/2) days per month of employment for employees with at least ten (10) continuous years of employment with Clay County or other Florida county school system.
 3. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 2 above for use only during the Christmas Holidays or the first four (4) work days in January as directed by the Superintendent.
 4. All annual leave days on record in excess of thirty four (34) shall be voided on each employee's record at the end of each fiscal year.
 5. Normally six (6) months of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his/her designee and taken by the employee. Accrued vacation leave must be applied for and taken at the time of separation from 12-month employment, except as provided under subparagraph a, below. Employees may be required to take vacation leave during Christmas holidays or as directed by the Superintendent.
 - a. Deferred Retirement Option Program (DROP) enrollees may elect to apply for and may receive either full or partial vacation lump sum payoffs at the time of DROP enrollment. Those electing this option will continue to accrue vacation leave during DROP participation at the accrual rate they had attained prior to DROP enrollment, and may apply for a second lump sum payoff at the time of DROP termination, provided that the total vacation leave paid off with both lump sums does not exceed the maximum of accrued vacation leave permissible by the provisions of this Article.

- b. Effective March 17, 2000, an employee who elects to enter DROP and who elects to receive a lump-sum payment for accrued annual leave upon beginning DROP participation shall have said lump-sum payment deposited into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits. An employee who receives a lump-sum payment of accrued annual leave upon termination of DROP and termination of employment shall deposit said lump-sum payment into a Board-approved 401(a) Qualified Retirement Plan subject to annual contribution limits.
 - c. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into a Board-approved 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. Such deposit shall be made at the time of retirement in keeping with procedures and timelines established by Business Affairs.
6. No more than ten (10) continuous days or thirty four (34) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.
- C. All verified teaching and School Psychologist experience under contract or under a 310 agreement in public schools in the U.S. or U.S. territories or schools under Department of Defense/State jurisdiction, accredited private school experience or up to four years of clinical psychology experience as state licensed psychologist shall be used to determine the placement of School Psychologists on the salary schedule. As of July 1, 2001, up to 20 years of approved, verified teaching experience may be accepted for new hires. For each year accepted, documentation of a satisfactory performance evaluation must be provided. (Note: Prior to July 1, 2001, the maximum years of teaching experience accepted for new hires was 8 years.) Effective July 1, 2001, verified administrative experience in a public, private or parochial PK-12 school system may be included in the up-to-20 years of verified experience granted to a new hire. Approved private school experience beyond four (4) years shall be applied to salary, effective 7-01-97. Experience earned as a Clay County administrator, or, effective July 1, 2001, as a Clay County support employee may be credited to the School Psychologist for placement on the salary schedule. See Article XXVIII, Compensation, for experience granted to eligible Occupational and Physical Therapists and stipulations regarding college/university accreditation and experience, and private school accreditation and experience.
 - D. In the case of an emergency or for energy conservation, the Superintendent may recommend and the School Board may approve an extension of the scheduled day. However, the hours in the work week for bargaining unit employees shall not exceed the number of hours of a normal work week.

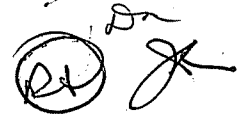
TA 7/27/09
② JK

DATA 7/27/09

ARTICLE XXV
MISCELLANEOUS

- A. Admission to School Athletic Events
Members of the bargaining unit shall be admitted without charge to any school-sponsored home athletic event in which the member's school participates. This provision shall not apply to state athletic playoff events. At all such events, the member shall provide identification substantiating the member's employment at the affected school.
- B. Forms for Implementation of Contract
Forms required for the implementation of any part of this contract shall be comprehensive in design and shall meet MIS standards.
- C. Fees for Dues Deduction
The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first \$100 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional \$.40 per affected teacher. This fee shall be effective the 1981-82 school year. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.

Original lang. 7/11/04

Handwritten initials 'DL' inside a circle, followed by a signature.

**ARTICLE XXVI
CONTRACT MONITORING**

- A. A committee composed of the Association president, at least one but no more than two (2) designees of the president, the Assistant Superintendent for Human Resources, and at least one but no more than two (2) designees of the Assistant Superintendent for Human Resources shall be created to deal with requests for contract compliance review and contract waivers, necessitated by new, innovative programs and/or school improvement efforts. When this committee deems it appropriate, teacher and school administration representatives may be invited to speak before the committee. This committee shall meet as necessary.
- B. This committee shall have the authority to waive contract language for matters limited to a particular school or project for a period of time no longer than the remainder of the school year.
- C. Any waivers or approvals granted by this committee will be reported to the bargaining teams during reopener negotiations. The continuation of any such waivers or approvals will be considered by the collective bargaining teams.

ARTICLE XXVII
CONTRACT COMMITTEES

TA
DUSTIN TA 8/12/2009
JC
Board Proposal
8/12/09

A. Compensation Committee

A committee shall be formed composed of school principals selected by the Superintendent, and an equal number of teachers selected by the association. These members shall be representative of each level and shall review compensation issues at least annually. This committee shall review, supplements, pay for performance, differentiated pay and other issues related to compensation at least annually. Recommendations shall be made in writing to the Assistant Superintendent for Human Resources and the President of the Association for consideration or impact bargaining. Minutes of the meetings shall be provided to the Assistant Superintendent for Human Resources and the Association.

B. Accountability

At least 20% of the elementary school and at least 30% of the secondary School Advisory Council will consist of teachers. The teachers representing the faculty will be elected by secret ballot. The election will be conducted by the principal and an Association representative. The duties of the Council shall be determined by School Board Policy and Florida Statutes.

C. School Committee

1. Schools are encouraged to form school committees. This committee shall consist of one teacher for every ten teachers, or major portion thereof, on the school faculty, elected by the school faculty, and the principal of the school or his/her designee. Each committee shall have not less than two (2) teacher members and are encouraged to include representatives of other employee groups. The committee shall elect a chairperson and secretary.
2. The committee shall have the responsibility for identifying and discussing problems unique to that school and for recommending to the principal action to be taken to resolve these problems, but shall not have authority to deal with problems specifically assigned to other designated committees. It is mutually agreed that the intent of this committee is to arrive at a solution of these unique school problems as described above, and that the committee shall in no way limit the administrative authority of the Superintendent.
3. School Advisory Councils will not preclude the creation of school committees. Principals are encouraged to use school committees as a tool of the School Advisory Council.

D. School Improvement Plan Review Committee

A committee of 5 teachers appointed by the Association President will annually review school improvement plans to identify plans that may require a contract waiver. This will be done before final submission to the Board for district approval.

E. Paperwork Reduction/Forms Control Committee

1. In accordance with Florida Statute, a committee of teachers and administrators shall be formed for the purpose of paperwork reduction/forms control.
2. The majority of the committee's membership shall be teachers appointed by the Association President.
3. In addition, a classroom teacher, selected from the committee by the Superintendent or her/his designee, will serve as the teacher representative and chairperson to speak on behalf of the district's teachers.
4. The committee will meet at least quarterly to discuss the reduction of paperwork/forms control.
5. Special emphasis will be given to improving efficiency through the reduction or, revision of, or consolidation of paperwork and data collection requirements.

F. Calendar Committee

The Association shall have representation on the Calendar Committee to recommend beginning and ending dates for teachers, planning days, and holidays for teachers. The Association will provide three (3) representatives, [one (1) elementary, one (1) junior high and one (1) high school] to serve on the committee. The Calendar Committee will meet during the first semester of the current year to establish school calendars for two (2) years in advance.

(R)
PR

G. Clay Assessment System Committee

The Board and the Association agree to organize a committee consisting of classroom teachers and administrators to meet annually during the first semester, or as deemed necessary by the Committee, for the purpose of evaluating the procedures used in the Clay Assessment System (CAS). When the committee deems it appropriate that changes in the procedures used should be made, it will recommend these changes, in writing, to the Superintendent for his/her approval or disapproval. If disapproved, the changes will be returned to the committee for modification. The Superintendent will send approved changes to the Board for its consideration. The committee will be composed of four (4) members selected by the Association and four (4) members and a chairman appointed by the Superintendent, with sub committees as needed. The chairman will be responsible for notifying all members of time and place of meetings at least two (2) weeks in advance. The chairman is empowered to vote only when a tie vote occurs.

H. Insurance Committee

1. An Insurance Committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The 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. 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

I. Student Code of Conduct Review Committee

The Association shall have representation on the Student Code of Conduct Review Committee. The Association will provide three (3) representatives, (one (1) elementary, one (1) junior high and one (1) high school) to serve on the committee.

ARTICLE XXVIII
COMPENSATION

TP 8/12/09
PB

Board Proposal
8/12/09

TA
8/12/09
JK

A. Experience

1. As of July 1, 2001, up to 30 years of approved, verified teaching experience may be accepted for new hires. Beginning July 1, 2002, up to 30 years of approved, verified teaching experience may be accepted for all instructional employees who were employed prior to July 1, 2002. 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~~ 2001, 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.
- 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 ~~C. J.~~ 3(a) through ~~C. 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:

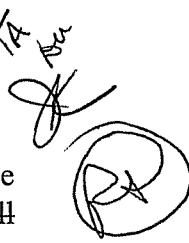
- a. Employed as a teacher for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - b. Employed as a teacher for 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 Handicapped, 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

TR
Bu
1/13/10


This Agreement is signed and ratified on _____ . This agreement shall be effective from the date of ratification and shall continue in effect through **June 30, 2012**. ~~All economic issues shall be retroactive to the beginning of the 2008-2009 school year.~~ For the 2010-2011 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 of the Association's choosing and any two (2) articles of the Board's choosing for negotiations for the 2011-2012 school year by May 1, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY COUNTY EDUCATION ASSOCIATION

SCHOOL DISTRICT OF CLAY COUNTY

Florida Education Association

213 South Adams Street
Tallahassee, FL 32301

2009 - 2010

TA 8/2/09
Dr 8/2/09

Clay County Education Association

School or Worksite

Local Association

SOCIAL SECURITY NUMBER

| | | |
|---------------------|-------------|-----|
| LAST NAME: | FIRST NAME: | MI: |
| ADDRESS: | | |
| CITY: | | |
| STATE: | ZIP: | |
| HOME PHONE: | | |
| CELL PHONE: | | |
| WORK PHONE: | | |
| HOME EMAIL ADDRESS: | | |

| ASS'N | MEMBERSHIP CODE | ANNUAL PAYMENT |
|--------------------|-----------------|----------------|
| NATIONAL | | 192.00 |
| STATE | | 217.77 |
| SERVICE UNIT | | 77.00 |
| LOCAL | | 105.75 |
| INITIAL YEAR TOTAL | | 592.52 |

24 deductions of \$24.69

Payroll Deduction. I hereby agree to pay, and authorize my employer to deduct, the dues and assessments described above and as are certified by the Association to the School Board for each year thereafter from my salary and direct and authorize my employer to pay such amounts to the Association in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing 30 days written notice to the School Board and Association notifying them of such revocation as provided by law.

Cash Member. I agree to pay to the Association the dues and assessment described above and as may be prescribed by the Association and certified to the School Board for each year thereafter.

MEMBER'S SIGNATURE

DATE

LOCAL ASSOCIATION REPRESENTATIVE

TA
6/29/09
R

TA
6/29/09

**SCHOOL DISTRICT OF CLAY COUNTY SCHOOLS
OFFICIAL GRIEVANCE FORM**

Grievant(s): _____ School Year _____
School/Department: _____ Position _____
Date of Informal Meeting: _____

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

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

C. Relief Sought: _____

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

Signature of Employee(s) _____ Date _____

E. Disposition: Call Human Resources Department for Case Number before replying:
Date of Formal Meeting: _____
Results and Statement of Relief by Supervisor: _____

Case No. _____
Human Resources Use Only

Signature _____ Title _____ Date _____
Copies: (1) Next Level (Original) (2) Association (3) Grievant (4) Human Resources

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

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

Signature _____ Title _____ Date _____
Copies (1) File (Original) (2) Association (3) Grievant (4) Supervisor Level I (4) Human Resources

Level III: (Arbitration)

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

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

Date Stamp Here

Orig. lang

7/15/09

DA

(Handwritten initials)

Appendix IIIA

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

SECTION I - APPLICANT

NAME: _____ SOCIAL SECURITY NO.: _____

PRESENT SCHOOL: _____ DATE OF APPLICATION: _____

PRESENT ASSIGNMENT: _____ SCHOOL/DEPT. SOUGHT: _____

ASSIGNMENT SOUGHT: _____ CHECK ONLY ONE: Posted Vacancy

REASON FOR TRANSFER REQUEST: _____ Summer Pool

DATE OF LAST TRANSFER: _____ SIGNATURE OF APPLICANT: _____

SECTION II - RECEIVING SUPERVISOR

APPROVED DENIED _____ DATE: _____

RECEIVING SUPERVISOR SIGNATURE _____

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

IF APPROVED GIVE BUDGET CODES FOR POSITION BEING FILLED: _____

SUBJECT/JOB TITLE: _____

COST CTR FUND FUNCT OBJ PROJ PROG _____

NAME OF PERSON BEING REPLACED: _____ NEW POSITION

My signature certifies that no conflict of interest, as defined by Board Policy 2.02, is created by this recommended action.
Principal/Director/Asst. Supt.: _____ Date: _____

SECTION III - LOSING SUPERVISOR

APPROVED DENIED _____ DATE: _____

LOSING SUPERVISOR SIGNATURE _____

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

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

IF APPROVED GIVE BUDGET CODES FOR VACANCY CREATED: _____

SUBJECT/JOB TITLE: _____

COST CTR FUND FUNCT OBJ PROJ PROG _____

SECTION IV - DISTRICT APPROVAL DENIAL

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

APPROVED DENIED _____ DATE: _____

SIGNATURE _____ DATE _____

COPIES TO: ASSOCIATION LOSING SUPERVISOR

RECEIVING SUPERVISOR APPLICANT _____ DATE RECEIVED: _____

HRD-2-4059 E 04/11/2009

INSTRUCTIONS: EMPLOYEE (See applicable contract provisions.)

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

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

B. Application to Transfer for Listing in Summer Pool

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

NOTE: A new form must be initiated if a request has been denied and further consideration is requested.

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

A. Receiving Principal/Supervisor

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

B. Losing Principal/Supervisor

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

Orig. lang. / date change

Da TA 7/13/05

jk (P)

**APPENDIX IIIB
CLAY COUNTY SCHOOL BOARD
RECALL PROCEDURES**

The following Phases represent the order of consideration for filling vacancies in accordance with the Master Contract with the Clay County Education Association.

PHASE I (Approximately April 15, 2009)

In-County Transfers: Applies only to transfers in which an individual is seeking to change his/her school or cost center.

NOTE: The first two week posting of a vacancy is not open for transfer to Annual Contract persons who are in their first or second year of continuous service in Clay County.

PHASE II (Approximately May 1 - 15, 2009)

Involuntary Transfers: Applies only to persons listed on the involuntary transfer list (unassigned personnel). Consideration is given in the following priority order:

1. PSC/continuing contract in field
2. PSC/continuing contract out of field
3. Qualified in-field annual contract personnel recommended for PSC for next school year.
4. Annual contract out of field with prior out of field requirements satisfied for the current year and recommended for PSC for next school year.

NOTE: Unassigned personnel listed in 1-4 above have priority for placement back in the school in which they were identified, in the event a vacancy becomes available in that school in a field in which they are certified.

NOTE: Unassigned personnel not assigned during this phase will be offered positions in order noted.

AND:

Return From Leave: Applies only to persons identified on the Request to Return From Leave List in the following priority, as indicated on the list itself:

1. PSC/continuing contract in field
2. PSC/continuing contract out of field
3. In-field Annual Contract personnel recommended for PSC for next school year.

PHASE III

Regular In County Transfers and Qualified New Candidates: Applies to any qualified in county transfers and qualified new candidates. Includes first and second year Annual Contract personnel recommended for reappointment. These Annual Contract personnel may be recommended immediately in Phase III.

015. Lag. M
TA 7/15/09

**APPENDIX III C
CLAY COUNTY SCHOOL BOARD
POSTING PROCEDURES FOR SUPPLEMENTAL POSITIONS**

The following steps reflect the procedures required for posting supplemental positions for the next school year in accordance with the Transfer Article in the Master Contract with the Clay County Education Association.

1. INITIAL SCHOOL POSTING (For the Following School Year)

Each school must post all of its supplemental positions within the affected school.

Posting period: Two weeks between April 15 and May 1

2. FOLLOW UP POSTING OF UNFILLED POSITIONS (Secondary Only)

Secondary schools must post certain unfilled positions* in all schools. If posting is by V- Mail (electronic mail), a printed copy must be posted by the school receiving the electronic mail message.

* Only unfilled positions that are not unique to the school are to be posted. Unfilled positions such as 'Department Head' shall not be posted in other schools. Unfilled positions such as 'coach' would be posted.

Posting period: Two weeks

3. ADDITIONAL FOLLOWUP POSTING OF UNFILLED POSITIONS (Secondary Only)

If positions described in step two above remain unfilled after the followup posting, these positions must be posted again as follows:

The school must either -

a. Request the Division of Human Resources to post the position attached to a regular position vacancy in Phase I (continuing through Phase IV)

-OR-

b. Request the Division of Human Resources to post the position exclusive of any other regular position in Phase I (continuing through Phase IV)

-OR-

c. Repost the position within each school in the district.

Posting period: Two weeks or the regular required period for the Phase.

NOTE 1: Positions may be filled within or outside of the district if no in-house or in-county applicants have been identified through step 3.

NOTE 2: No posting is required after June 30.

NOTE 3: For 10, 11 and 12-month Specialist positions with allocated supplements attached, no separate supplement posting is required.

TA 6/1/09
 DA 6/1/09

DELETE ENTIRE FORM
APPENDIX III D

Board Proposal 6/01/09

~~GUIDELINES OF THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS~~

The method utilized by the School Board of Clay County to determine teacher staffing allocations may be found in the office of the Deputy Superintendent. The allocations resulting from this process were modified for special programs. Actual sizes of classes can not be presumed from a strict interpretation of the process.

The Clay County School Board reserves the right as outlined in and within the guidelines listed in Article V Management's Rights and Responsibilities and Article XVI Class Size contained herein to set unilaterally standards of service, the process notwithstanding. Any dispute arising out of or as the result of the use of this process shall be referred to the class size committee as outlined in Article XVI Class Size.

SACS Standards for staffing secondary schools allow the following class loads:

~~4.9.5 The maximum student periods per week per classroom teacher shall be 750 except that classroom teachers of ROTC, typing, physical education, and musical performing groups may teach 1,000 students per week. Exceptions may be granted with prior approval of the state committee.~~

SACS Standards for staffing elementary schools allow the following class loads:

~~28.b. Minimum assignments of teachers and aides in self-contained classrooms shall be as follows:~~

| Classes | Enrollment | Teacher(s) | Aide(s) |
|-------------------------------|-----------------------|-----------------------|--------------------|
| Kindergarten | 1 - 25 | 1 | 0 |
| | 26 - 30 | 1 | 1 |
| Primary Level | 1 - 28 | 1 | 0 |
| (Grades 1-3) | 29 - 33 | 1 | 1 |
| Intermediate Level | 1 - 32 | 1 | 0 |
| (Grades 4-8) | | | |

~~28.c. The class load of teachers in non-self-contained classes shall average no more than 30 students in grades 1-3 or 32 students in grades 4-8. Exceptions may be made in art, music, and physical education classes.~~

TA
6/1/09

(P)

CLAY COUNTY SCHOOLS
APPLICATION FOR SHORT TERM MILITARY LEAVE

I Instructions

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

pa
6/1/09

II Request

Please complete information requested.

Name: _____ Social Security #: _____

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

Date leave begins _____ / _____ / _____ Time: _____ am _____ pm

Date leave ends _____ / _____ / _____ Time: _____ am _____ pm

Date returning _____ / _____ / _____ Time: _____ am _____ pm

Destination/Location _____

Purpose/Reason _____

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

Signature of Employee _____ Date _____

III Unit Commander

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

Commander of Reserve/National Guard Unit _____ Date _____

IV Approval

Signature of Supervisor _____ Date _____

Signature of Superintendent/Designee _____ Date _____

Keyed by _____

Date _____

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

TA
11/3/2010
RW
K

**APPENDIX IV A
SALARY SCHEDULE ~~2008-2009~~ 2009-2010**

A. Regular Bachelor's Schedule

| Years of Approved Experience | Bachelor's Level Salary Amount (196 Day) |
|-------------------------------------|---|
| 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 |

*NOTE: Returning teachers (with continuous Clay County experience) and new teachers shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to July 1, ~~2008-2009~~. **This will be for paychecks 13-24 for 2009-2010. This may need to be retroactive depending on ratification dates.**

to paycheck 13

B. A Clay County teacher returning in ~~2008-2009~~ 2009-2010 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.

C. 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 ~~2008-2009~~ 2009-2010 year.

D. A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. The equal installment supplement (\$250) will be paid during the 2009-2010 year.

D E. The salaries indicated shall be prorated based on the length and type of contract held by the respective teacher.

APPENDIX IV B
SCHOOL PSYCHOLOGISTS – 2008-2009-2009-2010

TA
 Dec
 11/3/10
 (R)

| 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 |

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, 2008 2009. This will be for paychecks 13-24 for 2009-2010. This may need to be retroactive depending on ratification dates. to paycheck 13
 2. A Clay County psychologist returning in 2008-2009-2009-2010, 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.
 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.
 - ~~4. A supplement will be given to returning psychologists who were on step 20 in 2002-2003 and earned a year of experience credit. The equal installment supplement (\$1745) 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 and paid during the 2008-2009 year.~~
- 4. A supplement will be given to returning teachers who were on step 17 in 2008-2009 and earned a year of experience credit. The equal installment supplement (\$250) will be paid during the 2009-2010 year.**

TA
11/3/10
[Signature]

**APPENDIX IV C
SALARIES - DEGREE DIFFERENTIALS**

**Board Proposal
11/30/09**

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 – MISCELLANEOUS

Board Counter Proposal
8/20/09

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. Teacher participants (CAR-PD Summer 2008 Academy) attending all 5 days of the Academy and completing all follow up activities shall receive their normal hourly rate of pay. This shall apply in this case only.
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.

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 | 46,344 |
| B | 1 | 52,136 |
| C | 2 | 57,918 |
| D | 3 | 61,789 |
| E | 4 | 65,653 |
| F | 5-6 | 69,515 |
| G | 7-9 | 71,598 |
| H | 10+ | 73,745 |

NOTE: 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 (EBD), Autistic Spectrum Disorders (ASD),

EH Self Contained, SED, PMH, Autistic, TMH, 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 EBD, ASD, SED, PMH, Autistic, TMH, 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. 1 For teachers assigned to a school that is in corrective action, restructuring or in the process of planning for these procedures as a result of failure to meet Adequate Yearly Progress the following salary supplements will apply:

only H
 8/20/09
 TA
 RR

| Category | Category Defined | Commitment Incentive | End of Year Incentive | Award Criteria End-of-Year |
|----------|---|----------------------|--|--|
| I | First Year at Target Site | \$500 | \$500 | Student Proficiency Target Met |
| II | Returning to Target Site | \$500 | \$1000 | Student Proficiency Target Met |
| III | Returning to Target Site or Clay County Transfer with no less than five years of teaching experience | \$500 | \$1000 2 Step Advancement on the Salary Scale | *24 Hours of Inservice (earned during the current year) *Student Proficiency Target Met *Satisfactory CAS Evaluation |
| IV | Out of County/State Transfer with no less than five years of teaching experience and who has been recommended and who is eligible for a Professional Service Contract | \$500 | \$1000 | *24 Hours of Inservice (earned during the current year) *Student Proficiency Target Met *Satisfactory CAS Evaluation |

2. The signing incentive will become effective for each category beginning with the 2008-2009 school year. This incentive will be paid in full during the first month of the second semester of each school year.
3. All other benefits described in categories I-IV will be in effect beginning with the 2007-2008 school year. The incentive for making the student achievement target will be paid no later than August 15 of the following school year.
 - a. 70% of the students will show a learning gain as defined by the selected assessment instrument.
4. The salary supplement plan for the target school will expire once a school has met Adequate Yearly Progress and is no longer in corrective action. Teachers who have earned salary scale advancements will retain all step advancements.

TA
10/1
11/13/10

APPENDIX IV D
SALARIES - MISCELLANEOUS

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. ~~Teacher participants (CAR PD Summer 2008 Academy) attending all 5 days of the Academy and completing all follow up activities shall receive their normal hourly rate of pay. This shall apply in this case only.~~
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.

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 | 46,344- 47,734 |
| B | 1 | 52,136- 53,700 |
| C | 2 | 57,918- 59,656 |
| D | 3 | 61,789- 63,643 |
| E | 4 | 65,653- 67,623 |
| F | 5-6 | 69,515- 71,601 |
| G | 7-9 | 71,598- 73,746 |
| H | 10+ | 73,745- 75,957 |

NOTE: Initial placement on the salary schedule shall be based on verified, approved experience in accordance with the Article on Compensation and in accordance with approved experience occurring prior to July 1, 2009. **This will be for paychecks 13-24 for 2009-2010. This may need to be retroactive depending on ratification dates.** *to paycheck 13*

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 (EBD), Autistic Spectrum Disorders (ASD), EH Self Contained, SED, PMH, Autistic, TMH, 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 EBD, ASD, SED, PMH, Autistic, TMH, 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. 1 — For teachers assigned to a school that is in corrective action, restructuring or in the process of planning for these procedures as a result of failure to meet Adequate Yearly Progress the following salary supplements will apply:

| Category | Category Defined | Commitment Incentive | End of Year Incentive | Award Criteria End of Year |
|----------|---|----------------------|--|--|
| I | First Year at Target Site | \$500 | \$500 | Student Proficiency Target Met |
| II | Returning to Target Site | \$500 | \$1000 | Student Proficiency Target Met |
| III | Returning to Target Site or Clay County Transfer with no less than five years of teaching experience | \$500 | \$1000 2 Step Advancement on the Salary Scale | *24 Hours of Inservice (earned during the current year) *Student Proficiency Target Met *Satisfactory CAS Evaluation |
| IV | Out of County/State Transfer with no less than five years of teaching experience and who has been recommended and who is eligible for a Professional Service Contract | \$500 | \$1000 | *24 Hours of Inservice (earned during the current year) *Student Proficiency Target Met *Satisfactory CAS Evaluation |

2. — The signing incentive will become effective for each category beginning with the 2008-2009 school year. This incentive will be paid in full during the first month of the second semester of each school year.
3. — All other benefits described in categories I-IV will be in effect beginning with the 2007-2008 school year. The incentive for making the student achievement target will be paid no later than August 15 of the following school year.
 - a. — 70% of the students will show a learning gain as defined by the selected assessment instrument.
4. — The salary supplement plan for the target school will expire once a school has met Adequate Yearly Progress and is no longer in corrective action. Teachers who have earned salary scale advancements will retain all step advancements.

H. The CCEA negotiating team and CCSB negotiating team shall immediately negotiate the bargaining impact of the Florida Differentiated Accountability Plan.

2008-2009 Amendment


APPENDIX IV E
SALARIES - ROTC INSTRUCTORS

TA
OW
1/13/10
TA
1/13/10
PT
[Signature]

- 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 2008-2009 2009-2010, 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.

See TA
1/13/10


**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)

| Years of Approved Experience | 216 Days |
|---------------------------------|----------|
| 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 |

NOTE: Athletic directors shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to July 1, 2008 9.

- D. Returning teachers (with continuous Clay County experience) and new teachers shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to July 1, 2008 9. **This will be for paychecks 13-24 for 2009-2010. This may need to be retroactive depending on ratification dates.**
↳ to paycheck 13
- E. A Clay County athletic director returning in ~~2008-2009~~ **2009-2010** from a Board approved leave of absence shall be placed on the salary schedule based on the approved experience credited to him at the beginning of his extended leave of absence.
- F. ~~A supplement will be given to returning athletic directors who were on step 30 in 2002-2003 and earned a year of experience credit. The equal installment supplement (\$1745) will be prorated based on an 11~~

~~month contract and paid during the 2008-2009 year.~~

F. A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. The equal installment supplement (\$250) will be paid during the 2009-2010 year.

**APPENDIX V
SALARIES - SUPPLEMENT SCHEDULE**

**Board Proposal
11/30/09**

TA
Su
11/3/10

Note: Supplements are based on the beginning teacher salary. However, for the 2008-2009 2009-2010 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; home football games 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 |

| <u>Supplement</u> | <u>Method of Payment</u> | <u>Percent</u> |
|---|--------------------------|----------------|
| Debate Team <i>(Must include formal competitions outside of school setting)</i> | END | 3.1 |
| Department Head (3-5 teachers) | Equal | 6.0 |
| Department Head (6-10 teachers) | Equal | 6.5 |
| Department Head (11-16 teachers) | Equal | 7.0 |
| Department Head (17-20 teachers) | Equal | 7.5 |
| Department Head (21 or more teachers) | Equal | 8.0 |
| Directing Teacher of School Interns | END | 3.0 |
| Director of Junior or Senior Class Play <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 |
| Educational Technology Advisor Elementary Technology Coach | Equal | 6.0 |
| Educational Technology Advisor 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 |

| <u>Supplement</u> | <u>Method of Payment</u> | <u>Percent</u> |
|---|--------------------------|----------------|
| 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 |
| 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 | Equal |6.0 |
| Title I Funded | | |
| 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 |
| 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 |

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

APPENDIX VI
MENTORING BONUS GUIDELINES

Board Proposal
7/15/09

TA 7/15/09 TA 7/15/09
du
J.R.

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

Mentoring and Other Related Services Requirements:

- must provide related services which includes instruction in helping teachers work more effectively with the families of their students
- must meet the requirements for gaining the certification salary-bonus
- must hold a valid Florida certificate that has never been subject to discipline as a result of a final order of the Education Practices Commission after a formal, informal or show cause hearing or settlement agreement.
- may not claim preparation time for any mentoring activity
- may not claim travel time
- may not claim time spent attending professional development conferences except the actual time an NBC spent presenting to Florida public school teachers during non student contact hours.
- mentoring can be conducted face-to-face, by telephone, by e-mail, online, within the district, outside the district, but within the state. If mentoring is conducted by e-mail or on-line, documentation must be provided.
- may not claim any mentoring activities completed while on approved or unapproved leave.
- may not mentor out-of-state teachers
- mentoring activities may not be counted when a stipend is paid for service rendered (i.e. activities performed as a supplemented peer teachers for beginning teachers, department head, team leader, etc.)—may not claim mentoring activities provided to preintern, interns, or other college students
- Must be officially employed under an instructional contract and have received a satisfactory instructional appraisal on the most current Florida instructional appraisal instrument, pursuant to F.S. 1012.34.
- must equal a total of twelve workdays (94 hours) of the mentor's time outside of the student contact hours of the regular school day. This 94-hour requirement applies regardless of whether an individual or group are mentored
- must be provided to Florida public school teachers who do not hold NBPTS certification
- may not be provided during the student contact hours during the 196 days of required service for the school year

- must be provided by a Clay County teacher holding a valid NBPTS certificate
- must be provided by a teacher who has demonstrated satisfactory teaching performance on the most recent regular performance appraisal
- may provide mentoring services to an NBPTS candidate in any certificate area

Examples of Approved Mentoring and Related Service Activities:

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

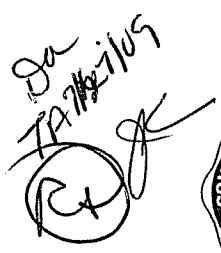
Mentoring activity hours can be accrued for assistance provided to individual teachers or assistance provided to groups; however mentoring hours cannot be multiplied by the number of teachers attending (For example, a workshop conducted from 4:00 - 6:00 p.m. can only count for two hours of mentoring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

Procedures for Appointment of Mentors and Logging Mentoring Hours

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

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

- Teachers interested in mentoring should contact the District Contact to secure a Mentoring Proposal Form."
- Prospective mentors should complete the Mentoring Proposal form (with their Principal's signature) and forward the form to the District Contact for approval.
- The District Contact will approve the completed form, confirm the applicant's eligibility to participate and arrange for the mentor to be approved by the School Board. The approved "Mentoring Proposal Form," a letter informing the teacher of the School Board's approval and a blank "Mentoring Log" will be returned to the mentor.
- The Mentoring Proposal Form must be approved by the District Contact prior to beginning the mentoring activity. Any changes to the proposal, after mentoring begins, must be approved before being implemented. Upon written notification of approval by the District Contact, the approved mentoring activities may begin to be logged on the Mentoring Log.
- Mentoring activities may be conducted beginning June 1, through a deadline date established by the District Contact, ~~the last day for teachers in the next school year~~. Mentoring logs must be submitted to the district contact by the established district deadline in order for the bonus payment to be processed by the state for payment no later than June 30.
- As approved mentoring activities occur, the mentor will log the activities on the Mentoring Log and secure the signature of the teacher (or group representative) mentored. When the form is completed, the mentor should sign the certifying statement at the bottom of the form before forwarding it to the District Contact.
- National Board Certified teachers should keep a copy of all proposal forms, mentoring logs and other mentoring documentation submitted to the district contact.
- Upon receipt of the completed Mentoring Log, the District Contact will verify that the activities are acceptable, that the form is completed properly and approve the mentoring hours submitted.
- After the District Contact has approved the form he/she will secure the Superintendent's signature on the mentoring bonus form which will then be forwarded to Tallahassee requesting a transfer of bonus funds to the district. The District will pay the mentoring bonuses after the ~~as soon as~~ funds are received from the DOE.

Do
TA # 2709




CLAY COUNTY SCHOOLS
FLORIDA EXCELLENT TEACHER PROGRAM
MENTORING PROPOSAL

NBPTS MENTOR'S NAME : _____

SCHOOL/DEPARTMENT: _____ HOME PHONE: _____

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

Anticipated Date/Time of Projected Mentoring Activities: _____

Name of Teacher/Group to Receive Services _____

Description of Projected Mentoring Activities:

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

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

Signature of Mentor's Principal: _____ Date: _____

DISTRICT CONTACT ACTION:

Approved _____ Disapproved _____ More information needed _____

District Contact Signature: _____ Date: _____

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

APPENDIX VII
POSTING PROCEDURES FOR OPENING/CLOSING A NEW SCHOOL

Board Proposal
7/29/09

TP
P
7/29/09
TA
7/29/09
R
JK

New School Postings

1. New School postings shall be prior to the district PHASE I postings and not later than March 15th. This posting will be for teaching and supplemental positions.
2. Teachers applying for positions from the new school posting must be in-county CC, PSC, or AC recommended for PSC with three (3) continuous years in the district.
3. The principal of the new school shall notify applicants of decisions about postings within two (2) weeks of the close of the posting.
4. After the special "NEW SCHOOL" posting, the remaining positions will be posted in accordance with the phases and procedures for the district outlined in Article XII.

School Closures

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

TA
6/29/09
(12)

TA
6/29/09
BA

Appendix VIII Board Proposal
Reduction in Force: Affected Subject Areas 6/29/09

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

- Elementary Basic Education (K-6 or K-5) counts as one grade level and one single affected area. Reading Coaches and Math Coaches are included in this affected subject area. Instructional Technology is also included in this area provided the teacher holds elementary certification.
- K-12 Subject Area Specializations: (Music, Art, Educational Media Specialist, P.E., Guidance, secondary Networking Specialist, and ESOL) are identified separately by each specialization/subject area.
- ESE Specific Subject Areas: (Speech/Language Impaired, Specially Designed Physical Education, Pre-K Disabilities, Homebound, Support Facilitator, Strategic Intervention, ESE Specialist, Gifted, Inclusion, ESE Alternative, Intellectually Disabled – E, Intellectually Disabled – T, Intellectually Disabled – P, E/BD, SED, VE/LI, HI, VI, PI, and OT) are identified separately by each subject area.
- Secondary Education Specific Subject Areas: (Social Studies, Language Arts, Math, Science, and Reading) are identified separately by each specific subject area.
- Other Subject Areas: (Individual Foreign Languages, Business Education, Agriculture, Family and Consumer Science, Marketing, Technology Education, Driver's Education, Humanities, Journalism, Speech/Debate, Drama, NJROTC, and Drop-out Prevention) are identified separately by each specific subject area. **Each of the subject areas listed in this category carry their own unique certification.

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

- ❖ Special programs and grants are considered separate 'programs' and thus stand on their own. Title I is an area that falls into this category.
- ❖ Drop-out Prevention is classified and grouped within the assigned subject area.
- ❖ As new course offerings/specialized assignments occur, the affected subject area, the basis of certification, and the current teaching assignment will be identified through one of the categories listed above.

PLEASE NOTE: Teachers assigned more than one subject/specialization area will follow the surplus rule for that particular subject area or specialization identified as

the majority. (Example: Teaching assignment is split between English (60%) and Drama (40%); the teacher will follow the surplus rule for Language Arts.)

GROUPINGS BY FLORIDA COURSE CODE DIRECTORY

MATH

- All math courses are grouped under the common certification of mathematics

ENGLISH

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

READING

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

SOCIAL SCIENCE

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

SCIENCE

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

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: 1/13/10

THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM

Demie Adams

Don McCall

Ruby Chastain

David S. Breeshee

CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATING TEAM

Judy Keener

Bob Gabe

Lynda Schmierer

Deanne Rain

Cheryl Brown
