

RATIFICATION COPY  
POST IMMEDIATELY

SCHOOL DISTRICT OF  
CLAY COUNTY

2006-2009

MASTER CONTRACT

WITH

CLAY COUNTY EDUCATION  
ASSOCIATION

**RATIFICATION INFORMATION**  
**CCEA MASTER CONTRACT 2006-2009**

**Master Contract**  
**Article Location**

**Language Changes**

Preamble	Additional affiliates added
Article I - Recognition	No Changes
Article II - Negotiation Procedures	“Association” changed to read “bargaining unit”
Article III - Grievance Procedures	No Changes
Article IV - Association and Teacher Rights	Language “Clean Up” and change of date regarding Association dues deductions
Article V - Management Rights and Responsibilities	No Changes
Article VI - Professional Day	No Changes
Article VII - Preparation Time	No Changes
Article VIII - Professional Duties	No Changes
Article IX - Teacher Facilities, Equipment and Materials	Punctuation changes.
Article X - Teacher’s Authority and Protection	No Changes
Article XI - General Employment Practices	No Changes
Article XII - Posting Vacancies and Voluntary Transfers	Phase I posting language changes, timelines for updating website outlined.
Article XIII - Reduction in Force: Involuntary Transfers	No Changes
Article XIV - Professional Qualifications and Assignments	Amendments to schedules and assignments language
Article XV - Job Sharing	No Changes

Article XVI - Leaves		Language added regarding sharing of sick leave
Article XVII - Class Size		“Florida Statute” added to language
Article XVIII - Teacher Evaluation		Date added for notifying teachers of non-reappointment.
Article XIX - Teacher Discipline		No Changes
Article XX - Inservice		Timeline changed for inservice program review and changes in language regarding inservice training.
Article XXI - School Calendar		Dates Updated to match School Calendar
Article XXII - Insurance		Board Contribution increased to \$4,082.00
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 changes for Supplements Committee and Paperwork Reduction/Forms Control Committee
Article XXVIII - Compensation		No Changes
Appendix I	Payroll Dues Deduction Form	New Form Attached
Appendix II	Official Grievance Form	No Changes
Appendix IIIA	Application to Transfer	No Changes
Appendix IIIB	Recall Procedures	No Changes
Appendix IIIC	Posting Procedures for Supplemental Positions	No Changes
Appendix IIID	SACS Standards	No Changes

Appendix III E	Short Term Military Leave Application	No Changes
Appendix IV A	Salaries	New Schedule Attached
Appendix IV B	Salaries - School Psychologists	New Schedule Attached
Appendix IV C	Salaries - Degree Differentials	No Changes
Appendix IV D	Salaries - Miscellaneous	New Schedule Attached
Appendix IV E	Salaries - ROTC Instructors	New Schedule Attached
Appendix IV F	Salaries - Athletic Directors	New Schedule Attached
Appendix V	Salaries - Supplements	New Schedule Attached
Appendix VI	Mentoring Bonus Guidelines	Amended Language regarding Dates for conducting Mentoring Activities
	Mentoring Proposal Form	No Changes
	Mentoring Log Form	No Changes
Appendix VII	Posting Procedures for Opening a New School	No Changes
Signature Sheet		

T.A.  
5-8-06  
(A)

**PREAMBLE**

This Agreement is entered into this ~~28th~~ day of ~~July, 2003~~,  
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, ~~and~~ 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:

TA  
5/8/06  
PK  
5/8/06

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 Association **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 IV**  
**ASSOCIATION AND TEACHER RIGHTS**

- A. The Board hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement. 6  
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- B. 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. 13  
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- C. 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. 20  
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- D. 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 **Personnel Human Resources** Division prior to distribution. All correspondence must include Association name. 23  
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- E. 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: 31  
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1. During the teacher's lunch period. 33
  2. Before and after the teacher's scheduled day. 34
  3. Visitation as outlined in (1.) and (2.) above must not interfere with or disrupt normal school operations. 35  
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  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. 37  
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  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. 39  
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- F. 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 through school mail with the exception of information regarding membership. 41  
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- G. 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. 47  
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- H. 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 between the time period of April 1<sup>st</sup> to ~~May 1<sup>st</sup>~~ **April 30<sup>th</sup>** in the affected year. 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 end of the school year
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. 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. 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. 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) during such leave from the School Board provided the Association reimburses the Board for such full pay and fringe benefits. Such leave shall be requested at least sixty (60) days in advance of the affected school year. The procedures for salary and fringe benefit reimbursement shall be agreed to by the Board prior to leave approval. 1  
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- 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: 7  
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  - 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. 9  
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  - 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. 11  
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  - 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. 13  
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- 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. 15  
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- 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. 19  
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**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, teacher editions, and classroom keys available on the first day of school or as soon thereafter as possible.
- 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.
- 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 workstation, 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 with a copy of the Annual and Long-Range (Five-Year) Capital Projects Plan.

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ARTICLE XII

POSTING VACANCIES AND VOLUNTARY TRANSFERS

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5/30/06

A. Definitions

1. For the purpose of this article, a transfer shall be defined as a change in grade, subject, assignment, class, building or position. A form shall be required only in the case of transfer between schools or programs.
2. For the purpose of this article, "surplus" personnel shall be defined as those regularly contracted teachers who are unassigned as the result of a reduction in staff allocations in a school, subject area within a program in a school or county wide.
- ~~3. For the purpose of this article, eligibility for filling vacancies in phase I is limited to voluntary transfers, surplus Professional Services Contract teachers (PSC), surplus Continuous Contract Teachers (CC), surplus Annual Contract teachers recommended for PSC with three (3) years of continuous service in the district, and PSC/CC teachers returning from leave.~~
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 recommend 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 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 (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 be July 1 for Information and phases will be no longer listed.
- e. SPECIAL POSTINGS will be made 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. After filling a vacant position, the principal/administrator will notify in writing, all applicants as soon as action is taken.

T.A. [Signature] 11/2/06  
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ARTICLE XIV 2  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS 3

- 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. 4
- B. All teachers should be given notice of their schedules and assignments, **including room assignment for the forthcoming semester** no later than the first day of pre-planning for the first semester and **January 1** ~~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. 5-13
- C. All instructional employment in summer school shall be filled according to the following criteria: 14
  - 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 **Personnel Human Resources** Division. 15-17
  - 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. 18-19
  - b. No teacher receiving a poor evaluation during the regular school year will be eligible for summer school employment. 20-21
  - 3. Assignments to such positions in each summer school center shall be made according to the following ranked criteria: 22-23
    - a. Proper certification and qualifications are held by the employee. 24
    - 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. 25-26
    - c. Uninterrupted seniority in the district. 27
  - 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: 28-29
    - a. Teachers who do not hold proper certification or qualifications. 30-31
    - 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. 32-33
    - c. Teachers with least uninterrupted district seniority. 34
  - 5. Summer school teachers shall not be required to teach less than two (2) hours per day. 35

ARTICLE XVI  
LEAVES

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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 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 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.
  - 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 transferral 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 formal. 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. 1
7. Leave donated but not used will revert back 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. 2  
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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. 6  
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9. Sick leave days transferred from one family member to another under this policy may not be used for personal leave. 10  
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10. Transferred sick leave days may not be held or used for terminal leave purposes. 12  
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- 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. 14  
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3. Personal Leave With Pay 18  
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". 19  
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4. Personal Leave Without Pay 25  
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. 26  
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5. Emergency Leave 33  
a. Definition 34  
Emergency leave shall be leave taken for a sudden unexpected happening; an unforeseen occurrence. 35  
36
- b. Emergency Leave Without Pay 37  
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. 38  
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6. Court Leaves 41  
Leave with pay may 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 and approved prior to the leave. 42  
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7. Illness-In-The-Line-Of-Duty Leave 46  
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 47  
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because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5)	1
working days following his/her return from such absence. The Board shall approve such claims and	2
authorize the payment thereof, provided that the Board shall satisfy itself that the claim correctly	3
states the facts and that such claimant is entitled to payment in accordance with the provisions of this	4
section. The use of illness-in-the-line-of-duty leave, shall result in no reduction of the teacher's	5
accumulated sick leave. Such leave shall be authorized for a total of not to exceed ten (10) school	6
days during any school year for illness contracted or injury incurred from such causes as prescribed	7
above.	8
8. Temporary Duty Elsewhere	9
Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed	10
expenses.	11
9. Military Leave	12
When their obligation to the United States Armed Services makes unavoidable their failing to meet	13
contractual duties, all members of the bargaining unit will be granted military leave in accordance	14
with the law. Requests for such leave must be submitted in writing on the proper military leave	15
request form with a copy of the orders attached to such form.	16
10. Professional Leave	17
a. Professional leave days with pay while school is in session, when properly requested and	18
approved by the Superintendent or his/her designee, may be granted to teachers for the purpose	19
of:	20
(1) Attending and/or participating in professional meetings relating to educational workshops,	21
educational seminars, clinics, or educational conferences in their subject area or area	22
deemed beneficial to the school system by the Superintendent.	23
(2) Visitation for the purpose of observing instructional techniques or programs in their subject	24
area.	25
b. Professional leave days with pay when properly requested and approved by the Superintendent	26
or his/her designee may be granted to teachers during pre- and post-planning days for attendance	27
in college courses for the purpose of extending certificates or for the purpose of earning credit	28
toward being certified in the subject area of teaching responsibility. This request should be filed	29
with the Personnel Division by ten (10) days prior to the post-planning period for leave during	30
post-planning and pre-planning.	31
c. Professional leave days without pay when properly requested and approved by the	32
Superintendent or his/her designee may be granted to teachers during pre- and post-planning	33
days for the purpose of attending college classes for reasons other than that stated in	34
subparagraph b. above or for the purposes set forth in subparagraph a. above.	35
11. Bereavement Leave	36
Any teacher who has utilized all of their regular leave (zero leave balance) will be granted one (1)	37
day of bereavement leave due to a death in the immediate family. Immediate family shall be defined	38
as father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own	39
household. Bereavement leave is of special nature and may not be deferred or converted to any	40
other purpose. It is not charged against any other leave account. Application shall be made to the	41
Superintendent and granted by the Superintendent or his/her designee. The employee will not be	42
paid for days not scheduled to work. In order to honor a request for bereavement leave, details about	43
the relationship may be requested by the Superintendent, as well as appropriate documentation, such	44
as published obituary or copy of death certificate.	45
12. Filing Leave	46
Leave in this Section (B) must be applied for on the authorized form with attachments if required	47
and submitted to the immediate supervisor. The completed form must be submitted to the supervisor	48
by the end of the first day the teacher returns to duty in the case of sick, emergency, or illness-in-the-	49
line-of-duty leave. The administration shall provide this form upon the teacher's return. Otherwise	50
the form must be submitted in advance in accordance with the provisions of this Section (B). Leave	51
requests must be filed with the Personnel Division.	52
C. FMLA Leave	53

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 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 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 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. 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 the Personnel Division and approved, by the Superintendent or his/her designee prior to the effective date of leave.
  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, psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, 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 shall be submitted by the examining physician, psychologists, psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the report 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. 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. 1
- e. If the information revealed by the medical examination(s) indicates that the employee cannot 2  
safely and satisfactorily perform the complete duties and responsibilities of the employee's 3  
position, the Superintendent shall: 4
- (1) Determine whether another position is available for which the employee would be qualified 5  
and in which the employee can safely and satisfactorily perform the complete duties and 6  
responsibilities of the position. If so, the Superintendent shall offer the employee an 7  
opportunity to accept a transfer to such position. 8
  - (2) If no such transfer is available or if the employee declines an offered transfer, and if no 9  
reasonable means of accommodation is available, the Superintendent shall file a 10  
recommendation with the School Board recommending that the employee be placed on 11  
compulsory Extended Sick Leave. 12
  - (3) When an Employee Assistance Program becomes available, the Superintendent shall 13  
consider placement in such program prior to e.(2). 14
  - (4) Nothing in this Article shall prevent the district from taking disciplinary action in 15  
accordance with Article XVIII of this Agreement. 16
- f. Should the employee's physical or mental impairment be corrected during the term of the 17  
employee's compulsory Extended Sick Leave and so certified by the employee's own attending 18  
physician, psychologists or psychiatrist, the employee may petition the Superintendent for 19  
reinstatement. At this time, the employee will submit to additional examinations under the 20  
procedures described in Section C.8.b. of this Article. Based upon the results of the medical 21  
examinations, the Superintendent shall file a written recommendation on the petition for 22  
reinstatement with the School Board with regard to reinstatement or denial of reinstatement. 23  
Should an employee's petition for reinstatement be approved, the reinstatement and 24  
reassignment shall be determined in accordance with Section C.1. of this Article. 25
- E. Reimbursement for Travel 26
- Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed 27  
at the normal rate established by the Board and must be authorized and approved by the Superintendent 28  
prior to the incurrence. Reimbursement procedures and rules as established in the current School Board 29  
Rules shall be followed. 30
- F. Sabbatical Leave 31
1. Leave may be granted by the Board to a certificated employee for the purpose of engaging in full- 32  
time study at a public or regionally accredited institution of higher education under rules adopted 33  
by the Board. 34
  2. Only certificated staff members, who have taught in the Clay County Schools for at least eight (8) 35  
consecutive years, broken only by an authorized leave of absence, and who have not received an 36  
unsatisfactory evaluation may apply or be considered for approval for sabbatical leave. No more 37  
than two (2) requests for sabbatical leave may be approved for any given school year. 38
  3. Such sabbatical year shall be for a one (1) year period and may not be extended. 39
  4. A certificated staff member who is approved for such sabbatical leave shall not accept or agree to 40  
receive during such period of leave any compensation, through grant or extra employment, which, 41  
when added to the salary paid by the Board would be in excess of his/her ordinary salary. 42
  5. The Board agrees to pay any certificated staff member who has been approved for sabbatical leave, 43  
50% of his/her normally contracted salary during the year of leave. Benefits shall be paid during the 44  
year of sabbatical by the Board to such persons on approved sabbatical leave in the same manner as 45  
normally paid to a person employed on a 50% contract. Sick leave benefits shall not be available 46  
to such persons but insurance benefits that are available to full time employees shall be available to 47  
persons on sabbatical leave. 48
  6. Upon returning from an approved year of sabbatical leave, the staff member shall present proof of 49  
compliance with the conditions of the approved leave and be placed in a vacant position in which 50  
he/she is certified. Such staff member shall accept such position as a further condition of the 51  
sabbatical leave. 52
  7. If the staff member approved for sabbatical leave fails to abide by the conditions for sabbatical leave, 53

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.

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**ARTICLE XVII  
CLASS SIZE**

T.A.  
CCEA Proposal  
May 15, 2006  
5/30/06  
PT

- 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, and Standards for the Accreditation of Elementary, Middle, and High Schools, Southern Association of Colleges and Schools and Florida Statute 1003.03. 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 school into compliance with SACS recommendations and Florida Statute for the continued accreditation of the school.

ARTICLE XVIII

TEACHER EVALUATION

Handwritten notes: "TA 5/30/06" and a circled "R" with a checkmark.

- 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. 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. Effective in 2002-2003 the revised Clay Assessment System (CAS) shall be implemented. This revised plan includes new provisions for identifying exemplary teachers eligible for performance pay as well as new provisions that allow PSC/CC teachers to be formally evaluated once every three years. Evaluators are encouraged to use evaluation instruments that are most appropriate to the situation. This includes FPMS Summative, FPMS formatives, CET strategies and other district-approved instruments on which they have been trained.
- E. The evaluator may conduct informal observations without advance notice as part of the evaluation process.
- F. 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.
- G. Post observation conferences shall be held in accordance with the 2002-2003 Revised CAS Manual.
- H. 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.
- I. The CAS appeal process may be initiated by the teacher in accordance with the procedure outlined in the CAS manual.
- J. The teacher may request the presence of an Association representative at any step in the CAS appeal procedure properly initiated by the teacher.
- K. 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.
- L. Each teacher shall be given a copy of his/her formal evaluation within ten (10) working days from the date of completion of same.
- M. All evaluations shall be concluded prior to making recommendations for reappointments, where applicable, in accordance with state law. Effective 2002-2003 teachers working toward exemplary status may be recommended for reappointment before the final exemplary status is determined. All Annual Contract teachers must be notified by May 1<sup>st</sup> in writing of



the intent of non-reappointment for the following year.

- N. "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."
- O. 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.
- P. 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.

JA  
6/22/06  
6-2004

ARTICLE XX  
INSERVICE 2  
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~~ANNUALLY~~  
QUARTERLY

- A. The inservice program shall be reviewed ~~annually~~ by the Professional Development Advisory Council acting through the School Board. 4  
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- B. The Association shall provide the Board 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 shall fill vacancies from the list submitted but reserves the right to reject all or any part of any list submitted. Teacher members of the Professional Development Advisory Council shall serve no more than two (2) consecutive terms. 6  
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- 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 Professional Development Advisory Council, Inservice Director, and the Deputy Superintendent, and made available to the Association. 11  
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- 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, unless it is clearly inappropriate for a particular individual.** 15  
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- E. **The follow-up for inservice training shall be fair, equitable, appropriate, and reviewed by PDAC.** 18

TA  
 5/8/06  
 (R)  
 5/8/06

ARTICLE XXI  
 SCHOOL CALENDAR

- A. Association Recommendations 5  
 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. 6-10
- B. Authority to Set Calendar 11  
 The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent. 12
- C. Emergency Calendar Changes 13  
 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. 14-18
- D. Paid Holidays 19  
 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. 20-25

The following dates shall be the six (6) paid holidays for the ~~2005-2006~~ 2006-2007 school year: 26

<del>September 05, 2005</del>	<u>September 04, 2006</u>	Labor Day	27
<del>November 11, 2005</del>	<u>November 10, 2006</u>	Veteran's Day	28
<del>November 24, 2005</del>	<u>November 23, 2006</u>	Thanksgiving Day	29
<del>December 26, 2005</del>	<u>December 25, 2006</u>	Christmas Day	30
<del>January 2, 2006</del>	<u>January 1, 2007</u>	New Year's Day	31
<del>April 14, 2006</del>	<u>April 6, 2007</u>	Good Friday	32

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 ~~2005-2006~~ 2006-2007 school year: 33-35

<del>May 29, 2006</del>	<u>May 28, 2007</u>	Memorial Day	36
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The annual contract year for twelve (12) month teachers shall consist of 260 days, nine (9) paid holidays. When necessary to reduce the number of workdays to 260, unpaid holidays shall be observed on the Federal observance of Martin Luther King's birthday and, if necessary, the Wednesday prior to Thanksgiving. The following dates shall be added to the above seven (7) paid holidays for twelve (12) month teachers for the ~~2005-2006~~ 2006-2007 school year. 37-41

<del>July 4, 2005</del>	<u>July 4, 2006</u>	Independence Day	43
<del>November 25, 2005</del>	<u>November 24, 2006</u>	Friday after Thanksgiving	44

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ARTICLE XXII 2  
INSURANCE 3

- A. The Board agrees to pay 100% or up to ~~\$3,805.60~~ 4,082.00, whichever is less, of the premiums for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each full time teacher 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. 4-7
- 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. 8-13
- 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. 14-15
- 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. 16-20
- 2. The insurance committee shall review and recommend actions with regard but not limited to: 21
  - Bids 22
  - Specifications 23
  - Recommendation on Invitation to Bid 24
  - Bid Tabulations 25
  - Monthly Insurance Experience Rating Reports 26
- 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. 27-28
- E. An Employee Assistance Program, when funded by the Board, will be provided for all teachers with the following provisions: 29
  - 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. 31-32
  - 2. Costs of fitness for duty evaluations will be paid by the employer. 33
  - 3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies. 34-35

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ARTICLE XXVII  
CONTRACT COMMITTEES

A. ~~Committee On~~ Supplements Committee

A committee shall be formed composed of school principals selected by the Superintendent, and teachers selected by the association. These members shall be representative of each level and shall review the issue of supplements **at least annually as may be needed**. This committee may review, among other issues, the classifications of supplements and the philosophy relative to each classification, responsibilities for each supplemental position, criteria for qualifications and selecting personnel for the positions, salary levels for supplemental positions, and criteria for adding or deleting supplemental positions. **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 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.**

# Florida Education Association

213 South Adams Street  
Tallahassee, FL 32301

118 North Monroe Street  
Tallahassee, FL 32399

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 5/15/06  
*[Signature]* 5/15/06

## CLAY COUNTY EDUCATION

Local Association

School or Worksite

SOCIAL SECURITY NUMBER

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LAST NAME
FIRST NAME
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NAME		
ADDRESS		
CITY & STATE		ZIP
HOME PH.	EMAIL	
WORK PH.		

ASSOCIATION	ANNUAL PAYMENT
NATIONAL	
STATE	
SERVICE UNIT	
LOCAL	
INITIAL YEAR TOTAL	

JOB TITLE  ETHNIC GROUP

SEX  DATE OF BIRTH  REGISTERED VOTER  PARTY AFFILIATION

**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 during the time frame of April 1 through April 30 to the 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

APPENDIX IV A  
SALARY SCHEDULE 2006-2007

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**A. Regular Bachelor's Schedule**

Years of Approved Experience	Bachelor's Level Salary Amount (196 Day)	
0	<u>35,000</u>	31,500
1	<u>35,250</u>	31,650
2	<u>35,500</u>	31,800
3	<u>35,750</u>	32,000
4	<u>36,000</u>	32,525
5	<u>36,500</u>	33,050
6	<u>37,000</u>	33,575
7	<u>37,500</u>	34,100
8	<u>38,050</u>	34,650
9	<u>38,600</u>	35,225
10	<u>39,175</u>	35,800
11	<u>39,750</u>	36,375
12	<u>40,350</u>	36,950
13	<u>40,950</u>	37,525
14	<u>41,600</u>	38,175
15	<u>42,250</u>	38,825
16	<u>42,900</u>	39,475
17	<u>43,650</u>	40,150
18	<u>44,400</u>	40,825
19	<u>45,150</u>	41,550
20	<u>45,900</u>	42,325
21	<u>46,700</u>	43,125
22	<u>47,500</u>	44,000
23	<u>48,375</u>	44,925
24	<u>49,300</u>	45,975
25	<u>50,350</u>	47,075
26	<u>51,750</u>	48,250
27	<u>55,000</u>	49,425
28		50,650
29		51,850
30+		54,000

\*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, ~~2005~~ 2006.

B. A Clay County teacher returning in ~~2005-2006~~ 2006-2007 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 ~~2005-2006~~ 2006-2007 year.

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

E. A one-time supplement will be given to returning teachers who were on step 30 in 2005-2006 and earned a year of experience credit. This equal installment supplement (\$1,200) will be paid during the 2006-2007 school year. ~~Instructional personnel who have earned the status of "exemplary" on their evaluations for 2005-2006 school year will be awarded the appropriate compensation as designated by the legislature. This compensation will be prorated based on the length and type of the contract held by the respective teacher.~~

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**APPENDIX IV B**  
**SCHOOL PSYCHOLOGISTS - 2005-2006**2006-2007


Step	Bachelor's Level Salary Amount (196 Day)	Bachelor's Level Salary Amount (216 Day)	Bachelor's Level Salary Amount (260 Day)			
0	35,800	<u>39,175</u>	39,453	<u>43,172</u>	47,490	<u>51,967</u>
1	36,375	<u>39,750</u>	40,087	<u>43,806</u>	48,253	<u>52,730</u>
2	36,950	<u>40,350</u>	40,720	<u>44,467</u>	49,015	<u>53,525</u>
3	37,525	<u>40,950</u>	41,354	<u>45,129</u>	49,778	<u>54,321</u>
4	38,175	<u>41,600</u>	42,070	<u>45,845</u>	50,640	<u>55,183</u>
5	38,825	<u>42,250</u>	42,787	<u>46,561</u>	51,503	<u>56,046</u>
6	39,475	<u>42,900</u>	43,503	<u>47,277</u>	52,365	<u>56,908</u>
7	40,150	<u>43,650</u>	44,247	<u>48,104</u>	53,260	<u>57,903</u>
8	40,825	<u>44,400</u>	44,991	<u>48,930</u>	54,156	<u>58,898</u>
9	41,550	<u>45,150</u>	45,790	<u>49,757</u>	55,117	<u>59,893</u>
10	42,325	<u>45,900</u>	46,644	<u>50,584</u>	56,145	<u>60,888</u>
11	43,125	<u>46,700</u>	47,526	<u>51,465</u>	57,207	<u>61,949</u>
12	44,000	<u>47,500</u>	48,490	<u>52,347</u>	58,367	<u>63,010</u>
13	44,925	<u>48,375</u>	49,509	<u>53,311</u>	59,594	<u>64,171</u>
14	45,975	<u>49,300</u>	50,666	<u>54,330</u>	60,987	<u>65,398</u>
15	47,075	<u>50,350</u>	51,879	<u>55,488</u>	62,446	<u>66,791</u>
16	48,250	<u>51,750</u>	53,173	<u>57,030</u>	64,005	<u>68,648</u>
17+	49,425	<u>55,000</u>	54,468	<u>60,612</u>	65,564	<u>72,959</u>
18	50,650		55,818		67,189	
19	51,850		57,141		68,781	
20+	54,000		59,510		71,633	

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, ~~2005~~ 2006.
2. A Clay County psychologist returning in 2006-2007 ~~2005-2006~~, 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. Instructional personnel who have earned the status of "exemplary" on their evaluations for 2005-2006 school year will be awarded the appropriate compensation as designated by the legislature. This compensation will be prorated based on the length and type of the contract held by the respective teacher.~~
4. 5. 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 2006-2007 ~~2005-2006~~ year.
6. A one-time supplement will be given to returning teachers who were on step 20 in 2005-2006 and earned a year of experience credit. This equal installment supplement (\$1,200) will be paid during the 2006-2007 school year.

APPENDIX IV D  
SALARIES - MISCELLANEOUS

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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.

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 \$10 per hour, except as otherwise provided in this contract.
2. Professional Development Advisory Council members who are required to meet beyond the normal school day or beyond the scheduled day, shall receive a supplement equal to that paid for in-service workshops.

D. New Teachers

All new teachers whose employment begins at the start of the school year, including those who will be enrolled in the new teacher orientation program shall be paid at the rate of \$10.00 per hour for their participation in the workshops held prior to the first day for teachers.

E. Other Programs (Other than 310 Agreements)

Teachers employed in other programs beyond the scheduled day or during the summer shall be paid as follows:

1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.
3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$10.00 per hour. All efforts shall be made by the administration to secure regular substitute teachers in such instances. Certified teachers who volunteer to utilize their planning periods to cover the classes of early intervention/pre k teachers shall be paid \$10 per half hour.

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 ~~\$24~~/\$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 ~~\$24/~~ \$26./ hour or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater.

2. Effective July 1, 2005, Teachers of Fee Base Noncredit Courses (Community Education):
  - ~~\$24.00~~ \$26.00 per hour
  - More than ~~\$24.00~~ \$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 ~~\$24.00~~ \$26.00 per hour beginning July 1, ~~2005~~ 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	<del>40,111</del> <u>43,721</u>
B	1	<del>45,124</del> <u>49,185</u>
C	2	<del>50,138</del> <u>54,640</u>
D	3	<del>53,479</del> <u>58,292</u>
E	4	<del>56,823</del> <u>61,937</u>
F	5-6	<del>60,165</del> <u>65,580</u>
G	7-9	<del>61,968</del> <u>67,545</u>
H	10+	<del>63,827</del> <u>69,571</u>

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.

~~Instructional personnel who have earned the status of "exemplary" on their evaluations for 2005-2006 school year will be awarded the appropriate compensation as designated by the legislature. This compensation will be prorated based on the length and type of the contract held by the respective teacher.~~

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	1
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■	Speech Clinician with state license . . . . .	15.00	3
	Speech Clinicians who hold a state license in the area of speech pathology must provide the documentation of a valid state license.		4
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■	EH Self Contained, SED, PMH, Autistic, TMH, VI, HI, PI, and Adaptive P.E.. . . . .	8.00	7
			8
			9
■	Applied Technology for the Handicapped, allocated to work full-time with students classified as EH Self-Contained, SED, PMH, Autistic, TMH, VI or PI.. . . .	8.00	10
			11
			12
■	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.		13
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APPENDIX IV E  
SALARIES - ROTC INSTRUCTORS

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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 ~~2005-2006~~ 2006-2007, 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.

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**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	38,714	<u>42,571</u>
1	38,880	<u>42,847</u>
2	39,045	<u>43,122</u>
3	39,265	<u>43,398</u>
4	39,844	<u>43,673</u>
5	40,422	<u>44,224</u>
6	41,001	<u>44,776</u>
7	41,580	<u>45,327</u>
8	42,186	<u>45,933</u>
9	42,819	<u>46,539</u>
10	43,453	<u>47,172</u>
11	44,087	<u>47,806</u>
12	44,720	<u>48,467</u>
13	45,354	<u>49,129</u>
14	46,070	<u>49,845</u>
15	46,787	<u>50,561</u>
16	47,503	<u>51,277</u>
17	48,247	<u>52,104</u>
18	48,991	<u>52,930</u>
19	49,790	<u>53,757</u>
20	50,644	<u>54,584</u>
21	51,526	<u>55,465</u>
22	52,490	<u>56,347</u>
23	53,509	<u>57,311</u>
24	54,666	<u>58,330</u>
25	55,879	<u>59,488</u>
26	57,173	<u>61,030</u>
27±	58,468	<u>64,612</u>
28	59,818	
29	61,141	
30+	63,510	

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, ~~2006~~ 2005.

- 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, ~~2006~~ 2005. 1  
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- E. A Clay County athletic director returning in ~~2005-2006~~ 2006-2007 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. 4  
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- ~~F. Instructional personnel who have earned the status of "exemplary" on their evaluations for 2005-2006 school year will be awarded the appropriate compensation as designated by the legislature. This compensation will be prorated based on the length and type of the contract held by the respective teacher.~~ 7  
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- ~~E.~~ 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 2005-2006 year. 10  
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- G. A one-time supplement will be given to returning teachers who were on step 30 in 2005-2006 and earned a year of experience credit. This equal installment supplement (\$1,200) will be paid during the 2006-2007 school year. 13  
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APPENDIX V  
 SALARIES - SUPPLEMENT SCHEDULE

Note: For the 2006-2007 school year, the percent indicated is applied to the base will be calculated using a base salary amount of \$32,000.

**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>Per Cent</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)</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

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<u>Supplement</u>	<u>Method of Payment</u>	<u>Per Cent</u>	
Debate Team <i>(Must include formal competitions outside of school setting)</i>	END	3.1	1 2 3 4
Department Head (3-5 teachers)	Equal	6.0	5
Department Head (6-10 teachers)	Equal	6.5	6
Department Head (11-16 teachers)	Equal	7.0	7
Department Head (17-20 teachers)	Equal	7.5	8
Department Head (21 or more teachers)	Equal	8.0	9
Directing Teacher of School Interns	END	3.0	10
Director of Junior or Senior Class Play <i>(Per major performance)</i>	END	1.3	11
Discretionary Supplement <i>(All levels; identified by the school through the School Improvement Plan)</i>	END	1.5	12 13 14
District Music	END	3.6	15
Drama HS	END	6.0	16
Drama JH	END	3.1	17
Drill Team Sponsor HS	Equal	6.0	18
Educational Technology Advisor Elementary	Equal	6.0	19
Educational Technology Advisor Secondary	Equal	8.0	20
Elementary Performance/Production <i>(Music Teachers Will Be Given Priority: minimum of two separate productions And includes planning, practice, advertising, etc.) <b>Note: This supplement may be used a maximum of three times per school.</b></i>	END	1.5	21 22 23 24
Elementary Track Meet Coordinator	END	3.6	25
ESE Intervention Committee Facilitator (IDEA funded)	Equal	3.1	26 27
Flag Corps Sponsor	Equal	3.2	28
Freshman Class Sponsor (and 8 <sup>th</sup> grade at GCSJH)	Equal	2.6	29
Future Educators Club	Equal	2.75	30
Junior Class Sponsor	Equal	4.75	31
Majorette Sponsor	Equal	3.2	32
Math Field Day Coordinator, District	END	3.6	33
Math Team <i>(Must include formal competitions outside school setting)</i>	END	3.1	34
National Beta Club Sponsor	Equal	4.1	35
National Junior High Honor Society Sponsor	Equal	3.1	36
National Honor Society Sponsor	Equal	4.1	37 38

<u>Supplement</u>	<u>Method of Payment</u>	<u>Per Cent</u>	
Newspaper Staff HS	Equal	4.1	3
Newspaper Staff JH	Equal	2.5	4
Peer Teacher ( <i>With portfolio requirement</i> )	Equal	6.0	5
Safety Patrol Elementary	Equal	2.1	6
Science Fair Coordinator, District	END	6.0	7
Science Fair Coordinator, Local School	END	3.6	8
Senior Class Sponsor	Equal	4.25	9
Sophomore Class Sponsor	Equal	2.75	10
Specialist, 10-Month	Equal	6.0	11
Specialist, 11-Month	Equal	6.6	12
Specialist, 12-Month	Equal	7.9	13
Special Olympics Coordinator	END	6.0	14
Spelling Bee Coordinator, District	END	3.6	15
Student Council Elementary	Equal	1.5	16
Student Council HS	Equal	4.1	17
Student Council JH	Equal	3.6	18
Support Peer Teacher ( <i>Without portfolio requirements</i> )	Equal	4.0	19
Title I Supplemental Educational Services (SES) On-Site Facilitator	Equal	6.0	20
Title I Funded			21
Very Special Arts Coordinator	END	3.1	22

**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.

Head coaches, cheerleading sponsors and athletic directors must complete an update of the Care and Prevention of Athletic Injuries workshop in order to receive the athletic supplement and in order to be considered for reappointment to the head coach or athletic director position for the following year.

<u>Supplement</u>	<u>Method of Payment</u>	<u>Per Cent</u>	
Athletic Coaching Endorsement (Head, Athletic Directors, JH School Programs Coordinators with athletic coaching endorsement)	END	1.0	1 2 3 4 5 6 7 8
Baseball, Head HS	END	12	9
Baseball, Assistant HS	END	7	10
Baseball, JV Head HS	END	8	11
Baseball, Head JH	END	6	12
Baseball, Assistant JH	END	5	13
Basketball, Head HS	END	13.6	14
Basketball, Assistant HS	END	8	15
Basketball, JV Head HS	END	6.85	16
Basketball, Head JH	END	6.85	17
Cheerleading, Head Varsity	Equal	12	18
Cheerleading, Head Junior Varsity HS	Equal	9	19
Cheerleading, Head JH	Equal	9	20
Cross Country, Head HS	END	6	21
Flag Football, Head HS/JH/M	END	6	22
Football, Head HS	END	18.2	23
Football, Assistant HS	END	11.55	24
Football, JV Head HS	END	12	25
Football, Head JH	END	10	26
Football, Assistant JH	END	9.1	27
Golf, Head HS	END	6.5	28
Intramural Program Sponsor JH	END	5.15	29
Intramural Program Sponsor JH Assistant	END	4.7	30
Rhythmic Gymnastics, Head HS/JH/M	END	6	31
Soccer, Head HS	END	10	32
Soccer, Assistant HS	END	6	33

<u>Supplement</u>	<u>Method of Payment</u>	<u>Per Cent</u>	
Soccer, Head JV HS	END	7	2
Soccer, Head JH	END	6	3
Soccer, Assistant JH	END	5.15	4
Softball, Head HS (Fast Pitch)	END	12	5
Softball, Assistant HS (Fast Pitch)	END	7	6
Softball, Head JV (Fast Pitch) HS	END	8	7
Softball, Head JH (Fast Pitch)	END	6	8
Softball, Assistant JH (Fast Pitch)	END	5	9
Softball, Head HS (Slow Pitch)	END	7	10
Softball, Assistant HS (Slow Pitch)	END	6	11
Softball, Head JH (Slow Pitch)	END	6	12
Softball, Assistant JH (Slow Pitch)	END	5	13
Swimming, Head HS	END	10	14
Swimming, Head JH	END	5.15	15
Tennis, Head HS	END	7	16
Track, Head HS	END	10	17
Track, Assistant HS	END	7	18
Track, Head JH	END	6	19
Track, Assistant JH	END	5.15	20
Volleyball, Head HS	END	10	21
Volleyball, Assistant HS	END	7	22
Volleyball, Assistant JH	END	5.15	23
Volleyball, Head JV	END	6	24
Volleyball, Head JH	END	6	25
Weightlifting, Head HS	END	7	26
Weightlifting, Head JH	END	6	27
Wrestling, Head HS	END	10	28
Wrestling, Assistant HS	END	7	29
Wrestling, Head JH	END	5.15	30

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**APPENDIX VI**  
**MENTORING BONUS GUIDELINES**

**Definition:** Mentoring, for the purpose of the Dale Hickam Excellent Teaching Program, shall be defined as giving instruction, direction, or counsel to Florida public school teachers on an individual or group basis who are not National Board Certified. In short, Nationally Board Certified Teachers may mentor teachers who may or may not be National Board applicants, including 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 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
- 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 activites provided to preintern, interns, or other college students
- mentors must be officially employed as full-time (i.e. filling an allocation of at least .5 + 1 day) classroom teachers providing instruction, a majority of time, to students during the entire school year and must maintain classroom teacher status.
- 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

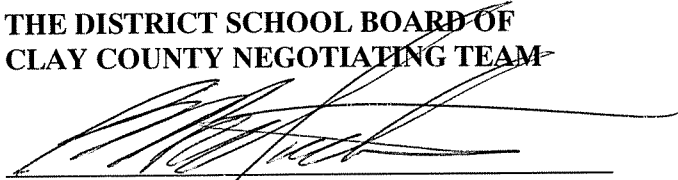
- Contact by the preestablished deadline. All mentoring hours must be logged on this form (you may make multiple copies of the blank form provided). 1  
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- Teachers interested in mentoring should contact the District Contact (ext. 2471) to secure a “Mentoring Services Salary Bonus Form” and a “Mentoring Proposal Form.” 4  
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  - Prospective mentors should complete the mentoring salary bonus form (leaving the Superintendent’s signature line blank) and the Mentoring Proposal form (with their Principal’s signature) and forward both forms to the District Contact for approval. 6  
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  - 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. 9  
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  - 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. 13  
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  - Mentoring activities may be conducted **beginning June 1, through the last day for teachers in the next school year.** from July 1, the beginning of the fiscal year, until the district deadline established. 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. 17  
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  - 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. 21  
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  - National Board Certified teachers should keep a copy of all proposal forms, mentoring logs and other mentoring documentation submitted to the district contact. 25  
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  - 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. 27  
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  - After the District Contact has approved the form he 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 as soon as funds are received from the DOE. 29  
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*2004-2005 Amendment* 33

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

Date Signed 7/13/06

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





Denise Adams

Hoge Szegedi

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**CLAY COUNTY EDUCATION  
ASSOCIATION NEGOTIATING TEAM**

RB Jgr

Elizabeth B. Craig

Tim Jant

Darlene Evans

Michael B. Dushak

Laura Magnasco