

2011-2012
RATIFICATION INFORMATION
PLEASE POST IMMEDIATELY

SCHOOL DISTRICT OF
CLAY COUNTY

2011-2014



MASTER CONTRACT
WITH
CLAY COUNTY EDUCATION ASSOCIATION

2011-2012 RATIFICATION INFORMATION

2011-2014 CCEA MASTER CONTRACT

Article	Language Changes	Page 1
Preamble		<i>(Ratification date to be inserted)</i>
Article VI	Professional Day	Instructional staff's contracted day will be reduced by 20 minutes to 7.5 hours. For the remainder of the 2011-2012 school year, leave will continue to be accrued and docked at 7.83 hours per day. However, beginning July 1, 2012, leave will be accrued at the new rate of 7.5 hours a day.
Article XII	Posting Vacancies and Voluntary Transfers	Language deleted regarding annual contract teachers recommended for PSC due to statutory changes. Language added regarding reduction in force due to change in Florida Statute 1012.33.
Article XIII	Reduction in Force and Involuntary Transfers	Language change regarding reduction in force due to change in Florida Statute 1012.33. During a reduction in force, a school board must retain employees at a school or in the district based on educational program needs and employee performance within the affected area(s) and may not prioritize retention based on seniority.
Article XXI	School Calendar	No holiday changes. Language added to clarify when paid holidays fall on a non-working day the holiday shall be observed in accordance with federal guidelines.
Article XXII	Insurance	No changes – Original language.
Article XXVIII	Compensation	No changes – Original language.
Article XXIX	Term of Agreement	Date of ratification for 2011-2012 and opens for 2012-2013.
Appendix IV A	SALARIES – 2011-12 Schedule	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.
Appendix IV B	SALARIES – School Psychologists	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.

Appendix IV C	SALARIES – Degree Differentials	No changes – Original language.
Appendix IV D	SALARIES – Pay Differentials	Paragraph E.4. amended to reflect 7.50 work day. Paragraph G – See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012. Attendance Incentive: See contract language and corresponding examples.
Appendix IV E	SALARIES – ROTC Instructors	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.
Appendix IV F	SALARIES/Professional Assignment – Athletic Directors	See 2010-2011 Table – Status quo. That is, no step increase or reduction in pay for 2011-2012.
Appendix V	SALARIES – Academic and Athletic Differentiated Pay Schedule	No changes – Original language.
Appendix VI	Mentoring Bonus Guidelines	No changes – Original language.
<u>Signature Sheet</u>		Bargaining team members’ signatures on 11-16-11, indicating final, tentative agreement and recommendation for ratification by the School Board and CCEA.

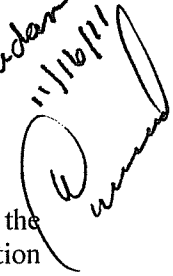
Please review language posted at your work site. We recommend ratification of these amendments.

Denise Adams, Deputy Superintendent

Toni A. McCabe, Assistant Superintendent for Human Resources

Jim Martini, CCEA Chief Negotiator

T. A. Nolan
11/16/11



PREAMBLE

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

WITNESSETH

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

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T.A.

Board Proposal 11/15/11

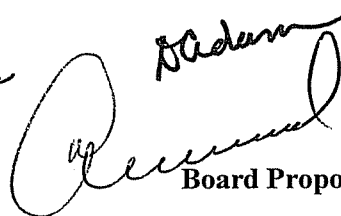
ARTICLE VI
PROFESSIONAL DAY

- A. Teachers will be allowed a duty free lunch period of not less than twenty-five (25) minutes, or for a period of time no less than the regular time scheduled in each school as lunch period for students, whichever is greater. This lunch time will not include the time necessary for teachers to accompany their classes to the cafeteria if so required.
- B. 1. Schedule
The teachers' standard scheduled day will be seven (7) hours and ~~fifty (50)~~ thirty (30) minutes per day and the five (5) day standard scheduled week will be ~~thirty-seven (37)~~ nine (9) hours and ~~ten (10)~~ thirty (30) minutes. On planning days, the teachers' standard scheduled day will be eight (8) hours including one hour of duty-free lunch. The School Board will establish opening and closing times of its schools for both the administration and students which will become the primary schedule.
2. Scheduled Day
The scheduled day for teachers will be determined in advance through mutual agreement between the teacher and the principal. The total scheduled hours shall not be more nor less than the hours specified in VI.B.1. above or as specified in section VI B.3. below.
3. Scheduled Week
- a. A flexible scheduled week for a school faculty may be established in advance but only through mutual agreement between the principal and faculty.
 - b. Through mutual agreement, the principal may establish a flexible scheduled week for an individual teacher when such schedule is established within the parameters set forth in section B.
 - c. A flexible scheduled week may include days with hours which vary from the standard scheduled day in VI.B.1. above but shall not be more nor less than the hours in a standard scheduled week established in VI.B.1. above.
 - d. The flexible scheduled week for a faculty or for an individual teacher may occur within any consecutive five-day work period.
 - e. The scheduled week for a school faculty shall be submitted to the Superintendent of Schools in writing before such schedule may be implemented.
4. Restrictions
- a. The scheduled day and week for a faculty or for an individual teacher may not interfere with the student contact time, the fairness or consistency of the extra supervisory duties, and must ensure that all professional obligations such as meetings and parent/student conferences are met.
 - b. Teachers who are provided a supplemental salary for an extracurricular activity beyond the student day must conduct such activity after the scheduled day.
 - c. With advance notice, the principal may require the rescheduling of a teacher's day or week to the primary schedule for faculty or similar meetings.
 - d. Any School Improvement Plan that impacts planning periods during the student contact day must compensate the affected teacher who volunteers with money (\$10/hr.) or time.
- C. Full faculty meetings in each school will be scheduled bi-monthly provided that such meetings shall be canceled if nothing constructive is to be offered. Such meetings should be as brief and well-planned as possible. Faculty meetings will be scheduled at least one day in advance. Special faculty meetings may be called in an emergency. All efforts will be made to conclude faculty meetings within the seven (7) hour and ~~thirty (30)~~ thirty (30) ~~fifty (50)~~ minute scheduled day.
- D. Observations of a class by persons other than school administrative/supervisory personnel shall be arranged with the school principal. The principal will consult with the teacher involved and notify

him/her of the reason and the time of the observation before granting such permission. This section shall not apply in the case of teacher evaluation.

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

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Board Proposal 10/25/11

**ARTICLE XII
POSTING VACANCIES AND VOLUNTARY TRANSFERS**

- 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 instructional staff holding a Professional Service Contract (PSC), Continuing Contract (CC), ~~or Annual Contract teachers recommended for PSC with three (3) years of continuous service in the district.~~ Phase I will include voluntary transfers, unassigned (surplus), and personnel returning from leave who meet these contract requirements.
- B. Posting Vacancies.
1. Vacancies during the school year
 - a. The SDCC website will be the site of the official instructional posting.
 - 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.
 - c. In cases that effect the smooth and continuous operation of the school, posting timelines may be exempted to address emergency needs.
 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~~
 2. ~~3.~~ PSC/CC teachers returning from leave
 - b. 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.
 - c. FINAL POSTING for the next school year will begin July 1 for the purpose of information only and phases will not be noted.
 - e. SPECIAL POSTINGS will be made as needed for new/unique positions.
 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

Approved T.A. Blair

weeks in all the schools in the district. This posting is the responsibility of the school with the vacancy.

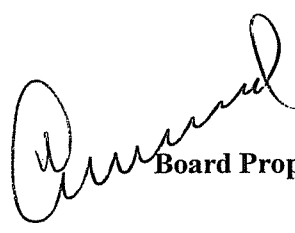
- c. Secondary supplemental positions not filled by district-wide postings may be advertised outside of the school system by the school with the vacancy.
- d. In cases of extreme need when an athletic supplemental position cannot be filled in steps a, b, and c above, the supplemental position may be 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.

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 IIIA)
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. The grounds for the appeal and input from the gaining principal/administrator and teacher will be reviewed.
6. After the close of the school year and before the beginning for the next school year, approval by both the losing principal/administrator shall be required before such transfer is submitted to the Human Resources Division for final consideration.
7. Transfer applicants must complete an on-line transfer profile (application) and will be notified electronically by the principal/administrator after a vacant position has been filled.

- D. 1. If legislative repeal of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to revert to the 2010-2011 original contract language for Article XII.**
- 2. If legislative changes of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to immediately return to the table to negotiate the impact.**

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Board Proposal 10/25/11

**ARTICLE XIII
REDUCTION IN FORCE- AND INVOLUNTARY TRANSFERS**

I. Identification of Affected Personnel for Reduction in Force

- A. Teachers affected shall be identified on the basis of certification, and the current teaching assignment at their schools or cost centers. ~~, and uninterrupted length of service in the district.~~ Teachers shall be listed in accordance with their current teaching assignments at their schools or cost centers and their performance evaluation scores. Reduction of employees will begin with those teachers who have the lowest performance evaluations and will continue until the number of reductions are met for that affected area. If multiple teachers are identified for a reduction in force based on the same total performance evaluation score, then the reduction will be based on the student performance sub-score identified in CAS. In the event the affected teachers' scores are identical, then seniority will become the determining factor. in the following order:
 - 1. ~~Volunteers from the affected area in the school;~~
 - 2. ~~Out of field personnel from the affected area in the school*;~~ and
 - 3. ~~The most recent date of hire for continuous service in the district in the affected area.~~

~~* Out of field personnel with significant progress toward certification can apply for an exception.~~
- B. No new teacher shall be hired in Phase III until all fully qualified PSC/CC unassigned teachers from that affected subject area or grade level have been recalled or have declined or failed to accept recall to an offered position. In the event that Professional Service Contract/Continuing Contract personnel are listed in the paragraph above, the same number of annual contract personnel as the number of PSC/CC personnel listed shall be bumped in order of district seniority. These annual contract personnel must have the same qualifications as the identified PSC/CC personnel.
- C. Teachers who hold Professional Service Contract or Continuing Contract will retain their rights to a job within the district provided they maintain at least an Effective rating on their performance evaluation in accordance with Florida Statute and Clay Assessment System procedures. If a teacher was hired in a position that was posted as a subject/coach position, the individual may be identified as surplus if he/she resigns from the coaching supplement. However, every effort will be made to assign the teacher to another teaching position within the school rather than identifying the teacher as surplus. If the principal decides not to advertise the position as a teacher/coach combination, then the teacher identified as surplus from that position may be returned to that position at any time before the posting of the vacancy, as long as the teacher remains qualified. This paragraph will be effective for those teachers who are appointed to their first athletic coaching position after December 15, 1987.
- D. ~~After school begins and a reduction in staff is necessary due to a reduction in the allocation of teachers in a subject area or grade level within a school, only the teachers in the specified subject or grade level will be affected by the procedures listed in paragraph A above. If Professional Service Contract/Continuing Contract are identified, the provisions of paragraph B above will be in effect.~~
- D.E. When a reduction in the allocation of teachers in a school, subject area within a program in a school, or county-wide reduction is necessary, the Association shall be presented with the reduction list. a list of teachers in the affected school showing the teachers' rank, status, classification as described in Article I, and years of experience in Clay County public schools.

II. Transfers Due to Enrollment/Class Size

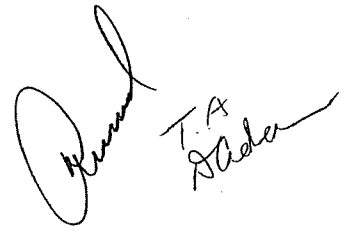
- A. After the school year begins and adjustments in allocations are necessary due to enrollment, transfers of teachers to other schools or cost centers may occur. Only the teachers identified by the affected subject area or grade level within the losing school or cost center will be subject to transfer. These affected teachers will be listed in their current assignment in the following order:
1. Volunteers from the affected area in the school.
 2. Certification in the affected area.
 3. The most recent date of hire for continuing service in the district.

~~II. Placement of Unassigned Personnel~~

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

~~III. Special Provisions in Unassigned Personnel - PSC/CC and AC recommended for PSC with three (3) continuous years in Clay County.~~

- ~~A. In the event a position has not been identified and offered to a person listed as "unassigned" by the end of the sixth week of the next teacher contract year, a leave of absence without pay may be applied for and when approved, granted to any and all teachers affected who continue to be certified and qualified for the position in which they were previously employed.~~
- ~~B. Any teacher who would have been qualified for retirement during the reduction-in-force year shall be permitted to teach that year in order to acquire the needed service, provided he/she continues to be certified and qualified for the position in which he/she was previously employed.~~
- ~~C. If a vacancy occurs in a bargaining unit position after the sixth week of the next teacher contract year, including newly created positions, previously unassigned personnel who hold proper certification to perform the duties of the position in question will be recalled in reverse order of the layoff. Vacancy posting requirements are waived in the event of a layoff.~~
- ~~D. No new teacher shall be hired in a new position or in an unassigned PSC, CC or going on PSC teacher's subject area or grade level until all fully qualified unassigned teachers from that subject area or grade level have been recalled or have declined or failed to accept recall. No unassigned annual contract teachers from the previous year shall be given a priority right over current year teachers.~~
- ~~E. Each unassigned teacher shall notify the district Human Resources Division in writing of a telephone number and an address to which a letter or recall may be sent.~~
- ~~F. If a vacancy identified in C above occurs, a letter or recall shall be mailed to the properly certified and qualified unassigned teacher by certified mail, return receipt requested. Enclosed with the letter of recall shall be a list of positions which are vacant. Within ten (10) calendar days of the date of the mailing of such letter, the teacher shall notify the Human Resources Division in writing whether he/she will accept re-employment. Failure to accept recall within the required time limit automatically terminates the teacher's right of recall.~~
- ~~G. Recall rights of unassigned teachers shall terminate at the close of the regular 196 day contract year of recall, provisions of this section notwithstanding.~~



III.V. Special Provisions – Miscellaneous

- A. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited from transferring employees when the Superintendent determines it is in the best interest of the school system. Such transfers require the Board's approval.
- B. When special talents or expertise are needed for a new position(s) to implement a new program(s), such new position(s) shall be posted in accordance with Article XII. If these talents or expertise are not found in the present employees, the proposed plans should be made known and present employees given an opportunity to qualify for the new position(s).
- C. The Association and the Board agree that the Superintendent has the authority and the responsibility to make transfers, job restructuring and job assignments when he/she determines that such are required under the Americans With Disabilities Act.
- D. In order to address minority under-representation among the teaching staff of a school or program, or in order to employ qualified teachers in positions that, historically, remain unfilled or are filled by out-of-field teachers, the procedures described previously may be waived to allow the employment of qualified, in-field new hires. New hires employed under these posting waivers must meet all requirements imposed on other new hires as part of the application/employment process prior to appointment by the Board and receipt of an employment contract. No other Master Contract provisions, applicable to other teachers, shall be automatically waived for employees hired under these provisions.

- IV. A. If legislative repeal of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to revert to the 2010-2011 original contract language for Article XIII.**
- B. If legislative changes of Florida Statutes impacting reduction in force and involuntary/voluntary transfers occur, then the School Board and CCEA agree to immediately return to the table to negotiate the impact.**

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ARTICLE XXI
SCHOOL CALENDAR

A. Calendar Committee

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

B. Authority to Set Calendar

The Board has the statutory authority to establish the school calendar and shall consider the final recommendations from the Superintendent.

C. Emergency Calendar Changes

In the case of emergencies or acts of God, the Superintendent shall have the authority to make changes in the calendar as deemed appropriate to ensure the statutorily required length of school year, subject to approval by the School Board. Before making any recommendation to the Board, the Superintendent or his/her designee shall notify and consult with the Association President.

D. Contract Year

Ten (10) month contracts shall consist of 196 days, eleven (11) month contracts shall consist of 216 days and twelve (12) month contracts shall consist of 260 days.

E. Additional Days

All new teachers whose employment begins at the start of the school year, including those who will be enrolled in the district's Teacher Induction Program, shall be employed for additional days prior to the first day for all other teachers. The length of each of these days shall be determined by the Superintendent, based on training requirements. Compensation for these days shall be paid at the rate established in Appendix IVD of the Salary Schedule.

F. Paid Holidays

The Board agrees to provide six (6) paid holidays to employees who are contracted to work ten (10) months, seven (7) paid holidays to employees who are contracted to work eleven (11) months, and nine (9) paid holidays to employees who are contracted to work twelve (12) months. When a paid holiday falls on a non-working day, the holiday shall be observed in accordance with federal guidelines and the district approved student/employee work calendar.

The Board agrees to designate the following paid holidays for employees. The established holidays for ~~2010-2011~~ ~~2011-2012~~ are listed below.

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10, 11 and 12 Month Employees

- | | |
|-----------------------------------|---------------------------|
| (1) September 06, 2010 | Labor Day |
| (2) November 11, 2010 | Veteran's Day (Observed) |
| (3) November 25, 2010 | Thanksgiving Day |
| (4) December 24, 2010 | Christmas Day (Observed) |
| (5) December 31, 2010 | New Year's Day (Observed) |
| (6) January 17, 2011 | Martin Luther King Day |

11 and 12 Month Employees Only

- | | |
|-------------------------------|-------------|
| (7) April 22, 2011 | Good Friday |
|-------------------------------|-------------|

12 Month Employees Only

- | | |
|-----------------------------|-----------------------------|
| (8) July 5, 2010 | Independence Day (Observed) |
| (9) May 30, 2011 | Memorial Day (Observed) |

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Board Proposal 7/14/11

**ARTICLE XXII
INSURANCE**

- A. Beginning on September 15, 2011, the Board agrees to pay \$258.49, per pay period, during each pay period when premiums are deducted from employees' pay, toward the premiums for coverage for comprehensive hospital-surgical-major medical insurance and 100% of the group life insurance policy, up to a maximum of \$32.20 per year, for each full time employee contracted in at least a .6 allocated position or for (.6) or more of each consecutive day for 60 days or more or for the balance of the school year. Any increase in the School Board's contribution to the insurance premium shall be effective only upon ratification of the contract. If a contract, with new premium contribution amounts, is not ratified by September 15th of each year, the previous year's School Board contribution rate will be considered the status quo.
- B. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- C.
 - 1. An insurance committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The Superintendent shall select the chairperson of the Insurance Committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote only upon a tie vote.
 - 2. The insurance committee shall review and recommend actions with regard but not limited to:
 - Bids
 - Specifications
 - Recommendation on Invitation to Bid
 - Bid Tabulations
 - Monthly Insurance Experience Rating Reports
 - 3. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this article.
 - 4. The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.
- D. An Employee Assistance Program, when funded by the Board, will be provided for all teachers with the following provisions:
 - 1. To assure employee confidentiality, the Employee Assistance Program will be managed by someone who is not an employee of the Clay County School Board.
 - 2. Costs of fitness for duty evaluations will be paid by the employer.
 - 3. Other costs incurred by voluntary participation will be the responsibility of the individual and may be covered by existing insurance policies.

D. Adams
T. A.
11/16/11

Board Proposal 11/15/11

**ARTICLE XXVIII
COMPENSATION**

A. Experience

1. Up to 30 years of approved, verified teaching experience may be accepted for new hires. On July 1, 2011, returning teachers (with continuous Clay experience) and new hires shall be assigned a non-retroactive salary step in accordance with approved experience prior to July 1, 2010. A Clay teacher returning from a Board approved leave of absence shall be placed on the salary schedule based on the approved experience credited to him/her at the beginning of his/her extended leave of absence. For each year accepted, documentation of a satisfactory performance evaluation must be provided. (Note: Prior to July 1, 2001, the maximum years of teaching experience accepted for new hires was 18 years.) Such experience must be full-time experience and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment, and, effective July 1, 2007, an International Baccalaureate School that has been accredited by the International Baccalaureate Organization (I.B.O.) Effective July 1, 2009, full-time satisfactory teaching experience in a foreign country may be accepted if the school is accredited by any of the six (6) regional accrediting agencies. The teacher must submit the approved Human Resources experience verification form completed in English, or the teacher will pay for a translation by a recognized translation service provider. This experience may include experience in PreK-12 public schools; experience in private or parochial PreK-12 schools with salary adjusted for verified experience beyond four (4) years effective 7-01-97. In addition, up to 18 years may include full-time teaching or counseling experience in colleges or universities, recognized as accredited by the state department of education at the time of employment. Salary will be adjusted for this verified college or university experience beyond four (4) years effective 7-01-99. Excluded is adjunct teaching, teaching or counseling performed while attending the college or university as a student, effective 7-01-98. Beginning with the ratification of the 1992-93 contract, full-time experience as a pre-kindergarten or kindergarten teacher in a school where the primary focus is pre-kindergarten or kindergarten may only be approved when such school is under the jurisdiction of and funded by the state department of education. Credit for private school teaching will not be granted for any year(s) during which the employee taught without, at least, a bachelor's degree.
2. Effective July 1, 2007, appropriate teaching experience gained in a Florida public school system in the same school year as experience gained as a teacher/administrator in the Clay County School District may be combined in order to be evaluated to earn a year's experience credit.
3. Full-time experience on the salary schedule may also be approved in accordance with Board policy for occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists, behavior management teachers, counselors, and for vocational trades instructors and for up to four (4) years of approved active military service. Such occupational experience approved for degreed vocational instructors, behavior management teachers, and counselors shall be limited to four (4) years and, for counselors, must have been while contracted under a 310 agreement in a U.S. public school.
4. Effective July 1, 2001, verified administrative experience in a public, private or parochial K-12 school system may be included in the up-to-30 years of approved experience for new hires. Such experience must be full-time and gained in schools in the U.S., U.S. territory or under Department of Defense/State jurisdiction that are accredited by an approved accrediting agency at the time of employment. Experience earned as a Clay County administrator may be credited to the teacher for placement on the salary schedule.

5. Effective July 1, 2009, classroom experience that requires student contact as a Clay County support employee may be credited to the teacher for placement on the salary schedule.
 6. Also see Article XXIII (Employment Conditions for Eleven and Twelve Month Instructional Employees) regarding experience for School Psychologists.
 7. Any employee hired after the effective date of this Agreement, who has retired under the Florida Retirement System (FRS), will not be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later. Effective July 1, 2011, all other employees who were hired after retiring under the FRS will no longer be given credit on the salary schedule for any employment before the date of the employee's retirement under the FRS, or the date of DROP exit, whichever is later; these employees will be placed on the salary schedule in accordance with experience earned after the date of retirement under the FRS or DROP exit, whichever is later.
- B. New hires and teachers returning from an approved year leave of absence without pay shall be paid in accordance with the schedule set forth in Appendix IV on the basis of approved teaching experience.
 - C. Under no circumstance shall any teacher be assigned a salary which is at a higher level than that which is equivalent to his/her approved experience unless eligibility criteria is met by the teacher under performance pay guidelines as specified in the collective bargaining agreement.
 - D. The method of advancement to succeeding levels after the 2001-2002 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to the method of advancement.
 - E. For the purpose of awarding experience on the salary schedule, a year of service shall be full time paid and contracted actual service of more than one-half of the 196 or more contracted days in the year service was rendered. For the purpose of providing benefits in this Agreement, full time shall mean a person contracted for a six-tenths (.6) or greater allocated position or for (.6) or more of each consecutive day during the contract period unless otherwise indicated.
 - F. Receipt of Negotiated Salary Steps and/or other Salary Increase Tied to Teacher Performance:
 1. Effective with the 1998-99 school year, any teacher who receives an unsatisfactory rating in the final Clay Assessment System performance evaluation conference of the school year will receive the same salary in the next school year as he/she received during the unsatisfactory year of service. Such teacher will be ineligible for negotiated advancement on the applicable salary schedule (i.e. receipt of a step), regardless of stipulations in Section E. above. In addition, the teacher who receives such a rating will be ineligible for receipt of any negotiated increase in the actual value of a step on the applicable salary schedule. This salary freeze shall not apply to supplements, degree differentials or special compensation added to the normal contracted salary. This salary freeze will apply for, at least, the school year following the teacher's receipt of the unsatisfactory evaluation.
 2. If, during the frozen salary year, the teacher earns a satisfactory evaluation, he/she will be placed back on the salary schedule for the following year, and, if eligible and bargained, granted a step.
 3. If the teacher referenced in 1. above receives satisfactory ratings in the final Clay Assessment System performance evaluation conferences of the two school years following the receipt of an unsatisfactory rating, the teacher will be eligible, the third year, for the salary step and/or step amount that would have applied had the teacher never earned an unsatisfactory rating.
 - G. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.
 - H. Employees assigned to paid supplement positions shall be paid in accordance with said Appendix and all other provisions of this Agreement.
 - I. Teachers shall be paid in 24 equal payments per year.
 - J. Terminal Sick Leave:
 1. At the employee's option and upon written request by the employee at the time of separation, the Board shall provide terminal pay to any teacher upon the teacher's non-disciplinary separation from school district employment or enrollment in DROP, or to the teacher's beneficiary if service

is terminated by death. Such terminal pay shall not exceed one hundred twenty (120) days, and shall be established as outlined below.

2. Employees hired after November 19, 2002 shall be eligible for terminal pay as defined under this policy upon completion of three consecutive years of service in Clay County. For employees hired prior to November 19, 2002, Clay County service requirements shown in paragraph J. 3(a) through J. 3 (e) need not be consecutive.
3. For the purposes of determining eligibility for terminal pay, a year of service shall be defined as: paid service rendered in a .6 or greater allocation for a minimum of one day more than half the normal working contract in the fiscal year, provided that eligibility during the first three Clay years shall be based on the anniversary of the initial date of hire. Terminal pay shall be based on the years of service in Clay County. The employee must have been:
 - a. Employed as a teacher for at least three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - b. Employed as a teacher for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - c. Employed as a teacher for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - d. Employed as a teacher for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 - e. Employed as a teacher during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
4. Effective March 17, 2000, an employee who terminates employment through regular FRS retirement shall deposit 100% of his/her terminal sick and annual leave payments into the Board-approved Qualified Retirement Plan, up to the limits established by the Internal Revenue Service.
5. All employees participating in the Plan since its implementation in Clay County, who are under fifty-five (55) years of age at the time of termination of employment and choose, at the time of termination, to take a cash distribution in the amount of 100% of their respective balance from the Board-approved 401(a) Qualified Retirement Plan and are assessed a withdrawal penalty, shall be reimbursed a percentage of the withdrawal by the Board. This reimbursement is an amount equal to the difference between the current withdrawal penalty and the current Social Security and Medicare combined tax contribution rate. If the withdrawal penalty and/or Social Security and Medicare tax rates change, the amount of reimbursement from the Board shall change accordingly.
6. Effective March 17, 2000, an employee who is already enrolled in DROP, or, who elects thereafter to participate in DROP, shall deposit his/her accumulated terminal sick leave pay, for which he/she is eligible, into the Board-approved 401(a) Qualified Retirement Plan, subject to annual contribution limits and according to the following:

Payment	Maximum Percentage of Accumulated Terminal Sick Leave Days
Year 1	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less

Year 2	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 3	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 4	20% of 120 days or 20% of the individual's balance of terminal sick leave, whichever is less
Year 5	100% of balance of the individual's terminal sick leave, not to exceed a total of 120 days

- (a) The initial payment shall be made on the last payday in April following the employee's DROP effective date, or the last payday in April, 2000, for those already enrolled in DROP as of March 17, 2000. Subsequent payments shall be made on the last payday in April of each year following the employee's DROP effective date anniversary.
- (b) The rate of pay used to calculate the amount to be placed in the 401(a) Plan shall be the employee's daily rate of pay on each payment date.
- (c) If an employee elects to participate in DROP for fewer than the sixty-month maximum, or, has fewer than the sixty-month maximum remaining in DROP as of March 17, 2000, the percentage of terminal sick leave to be deposited each year will change so that, at the end of his/her DROP participation, a total of 100% of the maximum allowed contribution of terminal sick leave pay will have been made to the 401(a) Plan.
- (d) DROP participants may access these terminal sick leave funds prior to termination of employment only through loan procedures outlined in the Plan.

- K. Employees who, by virtue of enrollment in DROP, have deposited terminal leave payment(s) into the Board-approved 401(a) Qualified Retirement Plan, shall continue to deposit such payments as stipulated in paragraph C.5. of this policy, notwithstanding the limitations of paragraph C. This clarification is intended to facilitate the continuation of terminal leave payments to which the Board had committed prior to the November 19, 2002 approval of amendments to this policy.
- L. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional/Behavior Disorders, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).

**ARTICLE XXIX
TERM OF AGREEMENT**

*80 items
14/16/11 TJA.
[Signature]*

This Agreement is signed and ratified on _____, 2011. This Agreement shall be effective from the date of ratification and shall continue in effect through May 15, 2014. For the 2012-2013 school year, reopeners will be limited to Article XXII, Appendix IVA, IVB, IVC, IVD, IVE, IVF, and Appendix V. The parties may additionally open any two (2) articles for the Association's choosing and any two (2) articles of the Board's choosing for negotiations for the 2012-2013 school year by July 1, 2012. This Agreement shall not be extended orally and is expressly understood it shall expire on the date indicated.

Clay County Education Association

School District of Clay County

President

School Board Chairman

D. Adams
11/16/11
T.A.

Board Proposal 11/15/11

APPENDIX IV A
SALARY SCHEDULE ~~2010-2011~~ 2011-2012

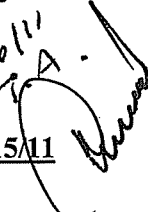
A. Regular Bachelor's Schedule

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

- B. A supplement will be given to returning teachers who were on step 30 in 2002-2003 and earned a year of experience credit. The equal installment supplement (\$1745) will be paid during the ~~2010-2011~~ 2011-2012 year.
- C. A supplement will be given to returning teachers who were on step 27 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$250) was paid during the 2010-2011 year. An additional equal installment supplement (\$250) will be paid beginning July 1, 2011.
- D. The salaries indicated shall be prorated based on the length and type of contract held by the respective teacher.

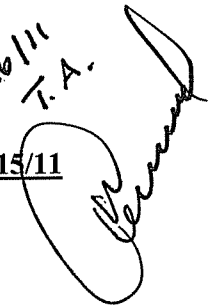
APPENDIX IV B
SCHOOL PSYCHOLOGISTS – ~~2010-2011~~–2011-2012

Board Proposal 11/15/11

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

1. All returning psychologists with continuous Clay County experience and new psychologists shall be assigned a salary step in accordance with the Articles on Compensation and Employment Conditions for 11 & 12 month Instructional Employees and in accordance with approved experience occurring prior to July 1, 2010.
2. A Clay County psychologist returning in 2010-2011, from a Board approved leave of absence shall be placed on the salary schedule based on the psychologist's equivalent placement at the beginning of his extended leave of absence.
3. The salaries indicated shall be prorated based on the length and type of contract held by the respective school psychologist and in accordance with the Article on Employment Conditions for 11 and 12 month Instructional Employees.
4. A supplement will be given to returning teachers who were on step 17 in 2008-2009 and earned a year of experience credit. An equal installment supplement (\$250) was paid during the 2010-2011 year. An additional equal installment supplement (\$250) will be paid beginning July 1, 2011.

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11/16/11
T. A.


Board Proposal 11/15/11

**APPENDIX IV C
SALARIES - DEGREE DIFFERENTIALS**

Degree Differentials shall be as follows:

A. 196 Day Teachers (See Below For School Psychologists)

Master's or higher degrees reflected on official transcripts

Master's Degree	\$2000
Specialist Degree	\$2700
Doctorate Degree	\$3300

B. 196 Day School Psychologists

Note: To receive the differential, the official transcript must reflect field of School Psychology and the appropriate level for the differential.

Master's or higher degrees reflected on official transcripts

Master's Degree	\$2000	
Specialist Degree	\$2700	(Must hold Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology)
Doctorate Degree	\$3300	(Must hold Doctorate degree)

- C. Teachers or School Psychologists With Contracts Over 196 Days: Amount Listed Above Will Be Pro Rated Based On The Actual Number Of Contract Days.
- D. It is the responsibility of the individual claiming eligibility for degree differential compensation to supply all information required by the Human Resources Division to establish eligibility.
- E. The Master's or higher degree must be granted from a college or university recognized as accredited by the State department of education, at the time the degree was granted.

Approved 11/16/11 T.A.
Done 7.A. 11/16/11

Board Proposal 11/15/11

**APPENDIX IV D
SALARIES – PAY DIFFERENTIALS**

A. Summer School Compensation

Classroom teachers working during the summer break shall be paid at the same rate of pay as during the school year preceding the summer term and will remain in effect until the completion of summer school.

B. Other Compensation

1. In the case of in-service workshops, curriculum development, or other projects approved as part of a grant, entitlement, or intergovernmental agreement, teachers may be paid in accordance with the amount allocated for the project, grant, or agreement.
2. Effective July 1, 2005, the district will pay a one-time lump sum payment of \$400.00 (four hundred dollars) to teachers who have completed the required mandatory in-service training for the reading endorsement and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.
3. Effective July 1, 2007, the district will pay a one-time lump sum payment of \$400 (four hundred dollars) to teachers who have completed ESOL endorsement/certification (equivalent to 300 hours of ESOL Inservice) and this area has been added to the teacher's present certificate. Verification and payment will be based upon receipt from the Human Resources Office.

C. In-service Workshops

1. When approved by the Superintendent or his/her designee, instructional personnel attending workshops after the normal school day will be paid a stipend of \$12 per hour, except as otherwise provided in this contract.
2. Professional Development Advisory Council members who are required to meet beyond the normal school day or beyond the scheduled day, shall receive a supplement equal to that paid for in-service workshops.

D. New Teachers

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

E. Other Programs (Other than 310 Agreements)

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

1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.
3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$10.00 per hour. All efforts shall be made by the administration to secure regular substitute teachers in such instances. Certified teachers who volunteer to utilize their planning periods to cover the classes of early intervention/pre k teachers shall be paid \$10 per half hour.
4. Regularly contracted secondary teachers in Clay County may volunteer to teach a six (6) period day. Such teachers shall be paid an additional salary equal to their current hourly rate. Current hourly rate is calculated as contract salary (as defined in Appendix IVA) inclusive of degree

differentials and special compensation (Appendix IVC and IVD, G.3.) divided by the number of days of the contract and divided by ~~7.83~~ 7.50 work day hours. This sixth (6th) period shall be in lieu of the planning/preparation/conference time referenced in Article VII (C) (1) of this Agreement (which includes the time when there is assignment of professional duties involving the monitoring of students for their safety referenced in Article VIII of this Agreement). The decision of the principal concerning the selection of the teacher to teach a 6-period day shall be final.

F. Adult and Community Education Teachers

1. FTE Courses

Effective July 1, 2005, Teachers of FTE Courses which require certificated teachers shall be paid at their hourly base rate based on the 196 day contract salary for regularly contracted teachers in Clay County up to a maximum of \$26./hour. Teachers of FTE courses in 1998-99 whose pay was greater than \$20/hour in 1998-99 shall be frozen at the 1998-99 hourly rate as long as they continuously teach adult education FTE classes. Teachers who are not regularly contracted to teach in Clay County will be placed on the beginning (0 year) salary on the adopted schedule for teachers.

Teachers who have retired or resigned with satisfactory evaluation from the Clay County School System shall continue to receive the base rate based on their last 196-day contract salary (minus supplements) up to a maximum of \$26./ hour or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater.

2. Effective July 1, 2006, Teachers of Fee Base Noncredit Courses (Community Education):
 - \$26.00 per hour
 - More than \$26.00 per hour if recommended by the Supervisor, based on the fee charged, course demands, and Board approval.
3. Teachers working in an adult and community education program during a summer term shall be paid at the same rate of pay established in this subsection which was in effect during the school year preceding the summer term and will remain in effect until the completion of summer school.
4. Teachers of high school completion and GED classes shall be paid at their hourly rate, up to \$26.00 per hour beginning July 1, 2006.

G. Special Compensation

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

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

In addition to experience granted as a full-time occupational or physical therapist, experience may also be granted for full time experience as a certified occupational therapist assistant or a licensed physical therapist assistant. Two years of verified work as an assistant shall be equivalent to one year on the OT/PT salary schedule. Increments of less than one year shall not be applied to the schedule.

2. Employees who fill the following allocated positions shall receive the percent indicated applied to the base salary (0 year experience, Level A) of the teachers' Salary Schedule, rounded to the nearest whole dollar, and prorated to the length of the respective contract length added to the respective normal contracted salary.

- Speech Clinician. 10.00
- Speech Clinician with state license 15.00
Speech Clinicians who hold a state license in the area of speech pathology must provide the documentation of a valid state license.
- Emotional/Behavior Disorders (E/BD), Autistic Spectrum Disorders (ASD), E/BD Self Contained, IND-P, IND-T, VI, HI, PI, and Specially Designed Adaptive P.E.. 8.00
- Applied Technology for the Handicapped, allocated to work full-time with students classified as E/BD, ASD, IND-P, IND-T, VI or PI.. . . . 8.00
- This additional compensation will be paid in 24 equal installments for in-field certified teachers. Upon completion of 6 hours toward certification requirements, an out-of-field teacher will receive the additional compensation, paid as a supplement, in one payment for that year.

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

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

Examples of payments under this provision:

TEACHER A takes 0 sick/personal leave days between December 5, 2011 and June 7, 2012. Teacher A has 200 accrued and unused sick/personal leave days as of June

7, 2012. Teacher A will receive an attendance incentive payment in the gross amount of \$1,000 less legal deductions.

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

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

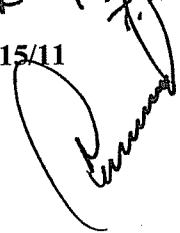
Board Proposal 11/15/11

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APPENDIX IV E
SALARIES - ROTC INSTRUCTORS

- 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 ~~2010-2011~~ 2011-2012, 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.

*Done 11/16/11
T.A.*



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

- A. 216 day contracts will be issued in accordance with laws governing teacher contracts. The salary shall be as provided below.
- B. The athletic director may be paid up to three (3) athletic supplements (at 196 day rate) as provided in Appendix V.
- C. Salary Schedule - Bachelor's Degree (Higher Degree Differential - See Appendix IVC)

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

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

D. Aden

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

Note: Supplements are based on the beginning teacher salary. However, for the ~~2010-2011~~ **2011-2012** school year, the percent indicated will be calculated using a base salary amount of \$35,000. Principals will not split supplemental postings. Any splitting of supplements will be initiated by the teachers intending to split the supplement.

ACADEMIC SUPPLEMENTS:

The following supplements will be allocated to the respective schools as a maximum amount which shall be used to pay one or more individuals sponsoring the indicated activity. Unless otherwise indicated, supplemental salary is to be paid in equal installments. Classroom Teacher Department Heads, ESE, Resource Department Heads, and Specialists are Academic Coordinators. All other supplements are Extracurricular Activities. "END" supplements will be paid upon completion of the activity and written recommendation of the principal. Any production must be performed before the public and will consist of a full length play.

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Academic Coach, Local School	END	5.4
Academic Coach, District	Equal	7.5
Activities Program Coordinator JH	Equal	13.0
Annual Staff, HS	Equal	8.0
Annual Staff, JH	Equal	6.5
Band Director, HS <i>(Minimum of two major performances; football games; district marching festival; solo and ensemble; concert band and state festivals when applicable.)</i>	Equal	13.5
Band Director, JH <i>(Minimum of four performances; solo and ensemble; district concert festival; pep band)</i>	Equal	7.5
Band End of Year Supplement <i>(Two additional major festivals - three community events equals one major event)</i>	END	1.5
Bayard Point Sponsor	Equal	4.1
Choral Director HS/JH <i>(Minimum of four separate performances per year; district solo and ensemble and concert festivals)</i>	Equal	7.5
Choral Director End of Year Supplement <i>(Two additional major festivals: 3 community events equal one major event)</i>	END	1.5
Co-Curricular Club	Equal	4.1
Core Team Leader Elementary	Equal	1.5
Core Team Leader Secondary	Equal	2.75
Dance Team Sponsor HS	Equal	6.0
Dance or Drill Team Sponsor JH	Equal	4.7
Debate Team <i>(Must include formal competitions outside of school setting)</i>	END	3.1

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Department Head (3-5 teachers)	Equal	6.0
Department Head (6-10 teachers)	Equal	6.5
Department Head (11-16 teachers)	Equal	7.0
Department Head (17-20 teachers)	Equal	7.5
Department Head (21 or more teachers)	Equal	8.0
Directing Teacher of School Interns	END	3.0
Director of Junior or Senior Class Play (<i>Per major performance</i>)	END	1.3
Discretionary Supplement (<i>All levels; identified by the school through the School Improvement Plan</i>)	END	1.5
District Music	END	3.6
Drama HS	END	6.0
Drama JH	END	3.1
Drill Team Sponsor HS	Equal	6.0
Elementary Technology Coach	Equal	6.0
Secondary Technology Coach	Equal	8.0
Elementary Performance/Production (<i>Music Teachers Will Be Given Priority: minimum of two separate productions And includes planning, practice, advertising, etc.</i>) <i>Note: This supplement may be used a maximum of three times per school.</i>	END	1.5
Elementary Track Meet Coordinator	END	3.6
ESE Intervention Committee Facilitator (IDEA funded)	Equal	3.1
Flag Corps Sponsor	Equal	3.2
Freshman Class Sponsor (and 8 th grade at GCSJH)	Equal	2.6
Future Educators Club	Equal	2.75
Junior Class Sponsor	Equal	4.75
Majorette Sponsor	Equal	3.2
Math Field Day Coordinator, District	END	3.6
Math Team (<i>Must include formal competitions outside school setting</i>)	END	3.1
National Beta Club Sponsor	Equal	4.1
National Junior High Honor Society Sponsor	Equal	3.1
National Honor Society Sponsor	Equal	4.1
Newspaper Staff HS	Equal	4.1
Newspaper Staff JH	Equal	2.5
Peer Teacher (<i>With portfolio requirement</i>)	Equal	6.0
Safety Patrol Elementary	Equal	2.1
Science Fair Coordinator, District	END	6.0
Science Fair Coordinator, Local School	END	3.6

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Senior Class Sponsor	Equal	4.25
Sophomore Class Sponsor	Equal	2.75
Specialist, 10-Month	Equal	6.0
Specialist, 11-Month	Equal	6.6
Specialist, 12-Month	Equal	7.9
Special Olympics Coordinator	END	6.0
Spelling Bee Coordinator, District	END	3.6
Student Council Elementary	Equal	1.5
Student Council HS	Equal	4.1
Student Council JH	Equal	3.6
Support Peer Teacher (<i>Without portfolio requirements</i>)	Equal	4.0
Title I Supplemental Educational Services (SES) On-Site Facilitator Title I Funded	Equal	6.0
Very Special Arts Coordinator	END	3.1

ATHLETICS

- ** 1. Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. A supplement will be prorated if a coach quits prior to completion of the season. No more than three (3) athletic supplements may be paid to a single individual without approval of the Superintendent and documentation that all resources have been exhausted.

Exceptions - Football supplements will be paid as follows:

75% at end of playing season

25% at end of spring practice

2. Athletic Coach Certification: All Coaches must possess a valid part-time athletic coaching or full-time professional Educator's certificate from the State of Florida. A copy of the certificate or a copy of a completed application for the certificate, with evidence that all requirements for certification have been met, must be presented prior to student contact. Head coaches, athletic directors, and junior high / middle school activities program coordinators who have earned the Florida certification endorsement as Athletic Coach in addition to their regular teaching certification will receive 1.0% of the base salary, in addition to their athletic supplement upon presentation of the certification endorsement.

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Athletic Coaching Endorsement (Head, Athletic Directors, JH School Programs Coordinators with athletic coaching endorsement)	END	1.0
Baseball, Head HS	END	12
Baseball, Assistant HS	END	7
Baseball, JV Head HS	END	8
Baseball, Head JH	END	6
Baseball, Assistant JH	END	5
Basketball, Head HS	END	13.6
Basketball, Assistant HS	END	8

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Basketball, JV Head HS	END	6.85
Basketball, Head JH	END	6.85
Cheerleading, Head Varsity	Equal	12
Cheerleading, Head Junior Varsity HS	Equal	9
Cheerleading, Head JH	Equal	9
Cross Country, Head HS	END	6
Flag Football, Head HS/JH/M	END	6
Football, Head HS	END	18.2
Football, Assistant HS	END	11.55
Football, JV Head HS	END	12
Football, Head JH	END	10
Football, Assistant JH	END	9.1
Golf, Head HS	END	6.5
Intramural Program Sponsor JH	END	5.15
Intramural Program Sponsor JH Assistant	END	4.7
Rhythmic Gymnastics, Head HS/JH/M	END	6
Soccer, Head HS	END	10
Soccer, Assistant HS	END	6
Soccer, Head JV HS	END	7
Soccer, Head JH	END	6
Soccer, Assistant JH	END	5.15
Softball, Head HS (Fast Pitch)	END	12
Softball, Assistant HS (Fast Pitch)	END	7
Softball, Head JV (Fast Pitch) HS	END	8
Softball, Head JH (Fast Pitch)	END	6
Softball, Assistant JH (Fast Pitch)	END	5
Softball, Head HS (Slow Pitch)	END	7
Softball, Assistant HS (Slow Pitch)	END	6
Softball, Head JH (Slow Pitch)	END	6
Softball, Assistant JH (Slow Pitch)	END	5
Swimming, Head HS	END	10
Swimming, Head JH	END	5.15
Tennis, Head HS	END	7
Track, Head HS	END	10
Track, Assistant HS	END	7
Track, Head JH	END	6
Track, Assistant JH	END	5.15

<u>Supplement</u>	<u>Method of Payment</u>	<u>Percent</u>
Volleyball, Head HS	END	10
Volleyball, Assistant HS	END	7
Volleyball, Assistant JH	END	5.15
Volleyball, Head JV	END	6
Volleyball, Head JH	END	6
Weightlifting, Head HS	END	7
Weightlifting, Head JH	END	6
Wrestling, Head HS	END	10
Wrestling, Assistant HS	END	7
Wrestling, Head JH	END	5.15

R. Adams
11/16/11
T. A. Adams
Board Proposal 11/15/11

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 hers in low performing schools and new teachers. (Implementation contingent on continued funding authorization by the Florida legislature.)

Mentoring and Other Related Services Requirements:

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

- must be provided to Florida public school teachers who do not hold NBPTS certification;
- may not be provided during the student contact hours during the 196 days of required service for the school year;
- must be provided by a Clay County teacher holding a valid NBPTS certificate;
- must be provided by a teacher who has demonstrated satisfactory teaching performance on the most recent regular performance appraisal;
- may provide mentoring services to an NBPTS candidate in any certificate area;

Examples of Approved Mentoring and Related Service Activities:

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

Mentoring activity hours can be accrued for assistance provided to individual teachers or assistance provided to groups; however mentoring hours cannot be multiplied by the number of teachers attending

(For example, a workshop conducted from 4:00 - 6:00 p.m. can only count for two hours of mentoring even if 20 teachers attend during this session)

Procedures for Appointment of Mentors and Logging Mentoring Hours

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

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

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

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: 11-15-11

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

Denni Adams
Joni A. McCall
Wendy O. Jackson
Cathy Richardson
Becky Wilkerson

**CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATING TEAM**

[Signature]
[Signature]
[Signature]
Christa Forke
Christina D'Andrea