10-19-1995

Clay County School Board and Clay County Education Association, National Education Association Amendment (1995)

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Clay County School Board and Clay County Education Association, National Education Association Amendment (1995)

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Clay County Education Association

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1995-96 AMENDMENT

TO

CLAY COUNTY SCHOOL BOARD

1994-97 MASTER CONTRACT

WITH

CLAY COUNTY EDUCATION ASSOCIATION
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ARTICLE XII
TRANSFERS AND REDUCTION IN FORCE

A. 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.

B. Posting Vacancies
1. Regular Allocated Positions (Vacancies)
   a. All vacancies declared open for the next school year for positions other than supplemental shall be posted and held vacant for a period of two (2) weeks, but, with the exception of the opening of a new school, no sooner than April 1 or later than June 30 in the following manner:
      (1) (a) In the event a new school is scheduled to open in the next school year, vacancies at the new school shall be posted prior to the Phase I posting in section B.1.a.(1)(b) and held open for a period of two (2) weeks. (Phase IA)
      (b) The initial posting of vacancies shall be for a period of two (2) weeks and such posted vacancies shall be held vacant for any in-county teacher, including unassigned teachers identified in Section D.1.a. and b., who wishes to apply to transfer to vacant positions in any certification area in which he/she currently holds certification. Annual contract teachers employed for the first year of continuous service in Clay County are excluded from this phase of the transfer process. This shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph D.1.a. and b. of this article should these personnel fail to transfer to vacant positions during this phase. (Appendix IIIB, Phase I)
      (2) After the initial two week posting, all vacancies for which teachers who are surplus (unassigned) and qualified shall be held vacant until these teachers are assigned. (Appendix IIIB, Phase II) Unassigned teachers listed for involuntary transfers as indicated in paragraphs D.1.a. and b. shall be placed in vacant positions for which they are qualified in the following order:
         (a) Qualified PSC/continuing contract personnel.
         (b) Qualified personnel identified in D.1.d.
         (c) Qualified annual contract and bumped annual contract personnel.
         (d) Annual contract personnel out-of-field who satisfied out of field requirements during the current year.
      PSC/Continuing contract 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.
      (3) Vacancies for which teachers returning from an extended leave are qualified shall be held vacant until these teachers are assigned. (Appendix IIIB, Phase III) Teachers returning from leave shall be placed in vacant positions for which they are qualified in the following order:
         (a) Qualified PSC/continuing contract personnel.
         (b) PSC/Continuing contract personnel out-of-field.
         (c) Qualified annual contract personnel.
      (4) Vacancies remaining after the placement of surplus personnel and personnel returning from leave shall then be posted and held vacant for a period of two (2) weeks for both qualified in-county personnel who have filed with the Personnel Division a completed transfer request in accordance with district guidelines and qualified candidates from the teacher applicant pool. (Appendix IIIB, Phase IV)
      (5) Current vacancies will also be posted for informational purposes only on July 15. None of the requirements of this Article shall apply to the July 15 posting.
      (6) Any vacancy of a position which is not a regular classroom position and which occurs after
June 30 shall be posted and held open for a period of two (2) weeks except in cases that affect the smooth and continuous operation of the school or department.

b. Vacancies During the School Year
(1) Vacancies which occur during the regular school year shall be posted in every school for two (2) weeks on the first (1st) and fifteenth (15th) of each month beginning after September 15 and continuing through the month of May, except in cases that affect the smooth and continuous operation of the school.
(2) Any vacancy which becomes known to the Personnel Division through resignation or emergency and which date of opening occurs before the end of the next regular posting period may be posted at the discretion of the Personnel Division.

2. Supplemental Vacancies
a. Except where otherwise specified herein, all supplemental positions in a school for the next school year shall be posted within each school for a period of two weeks between April 15 and May 1. Any unfilled secondary supplemental position not unique to that school will be posted for two additional weeks by the school with the opening in all schools in the district. A copy of such posting shall be filed with the Division of Human Resources. After such posting, if vacancies still exist, such vacancies shall either be posted on the same listing as those noted in Section B.1.a. above and may or may not be related to one of the teaching positions listed in order to complement a school’s need; or, the positions shall be posted by the school with the opening(s) in all schools in the district and held vacant for a period of two (2) weeks for in-county applicants or out-of-county applicants who are qualified and meet the requirements. Such postings shall not be posted sooner than April 1 or later than June 30.
b. All supplemental positions which become vacant during the regular school year between September 15 and the end of May will be posted in the school in which the vacancy exists for a period not less than two (2) weeks. Any unfilled secondary supplemental position not unique to that school will be posted for two additional weeks by the school with the opening in all schools in the district. A copy of such posting shall be filed with the Division of Human Resources.
c. Community Education and Summer Institute positions shall be posted with other supplemental vacancies, but the two week vacancy requirement shall not apply.

3. Distribution of Posting Notices
a. Except as otherwise provided herein, a copy of all vacancy postings shall be displayed at each work site.
b. Except as otherwise provided herein, a copy of all vacancy postings shall be forwarded to the office of the Association.

C. Filling Vacancies - Volunteer Transfers
1. Regular Allocated Positions
a. 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 proceed in this manner:
(1) Obtain a transfer form as set forth in Appendix III from the Personnel Division or the principal and complete and sign the form as directed.
(2) One copy of the completed request shall be forwarded to the Personnel Division and one copy to the Association. The teacher shall retain the original and one (1) copy.
(3) If agreement for the transfer is reached between the parties, the gaining principal/administrator shall sign the transfer form and forward both copies to the losing principal/administrator for his/her signature. The losing principal/administrator shall then forward the completed forms to the Personnel Division. If the transfer request is disapproved by a principal/administrator, that principal/administrator shall forward the forms to the Personnel Division.
(4) The teacher will be notified in writing by the Personnel Division of the decision.
(5) Final approval will rest with the district office.
b. Identification of Qualified Transfers
(1) The principal/administrator of the school having the posted vacancy shall give due consideration to qualified and eligible in-county applicants. No action, formal or informal, with the exception of interviews, may be initiated on the placement of qualified eligible in-county or out-of-county applicants to a posted vacancy prior to the end of the posting period except where otherwise stipulated.

(2) Due consideration shall be defined as taking into account the results of an interview, certification, experience, professional references, or other bona fide occupational qualifications.

(3) If a position is filled by a transfer applicant, the decision to select such applicant will be based on qualifications. If qualifications are the same for two (2) or more individuals, then length of service in the district shall determine the priority for consideration. 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 Personnel Division for final consideration. 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. After the close of the school year but before the beginning of the next school year, approval by both the losing and gaining principals/administrator shall be required before such transfer is submitted to the Personnel Division for final consideration. The Personnel Division shall return copies of the approved or disapproved transfer request to both principals/administrators, the transfer applicant and to the Association.

(4) After filling a vacant position, the principal/administrator will notify, in writing, all applicants as soon as action is taken.

(5) A transfer request shall no longer be considered active after action has been taken on filling the vacant position.

2. Supplemental Positions
   a. The procedure for applying for transfer to a posted supplemental vacancy shall be the same as that in Section C.1.a. above for teachers wishing to transfer to a supplemental position related to a posted regular teaching position. If a teacher wishes to apply for the supplemental position only, the teacher should seek an interview with the principal/administrator of the school with the vacancy.
   b. At the close of the posting period, the principal/administrator may submit a recommendation for filling a supplemental position to the Personnel Division and should notify the in-county applicants in writing of the action taken.

D. Involuntary Transfers - Change in Allocations/Programs
   1. Identification of Affected Personnel
      a. When a reduction in the allocation of teachers in a school, subject area within a program in a school, or county wide is necessary, the Association shall be presented a list of teachers in the affected school showing the teachers' rank, status, classification as described in Article I, and years of experience in Clay County public schools. Teachers affected shall be identified on the basis of certification and uninterrupted length of service in the district. Teachers shall be listed in accordance with their current assignment in the following order:
         (1) First to be listed: volunteers from the affected area in the school.
         (2) Second to be listed: out-of-field personnel from the affected area in the school.
         (3) Third to be listed: least uninterrupted length of service in the district from the affected area in the school.
      b. In the event PSC/continuing contract personnel are listed in the paragraph above, the same number of annual contract personnel as the number of PSC/continuing contract personnel listed shall be bumped in order of district seniority provided these annual contract personnel have the same qualifications as the listed PSC/continuing contract personnel.
c. When a reduction in the allocation of teachers in a subject area or grade level within a school is necessary after the beginning of the school year, only teachers in the specified subject or grade level will be affected by the procedures in paragraph D 1.a. above. Should PSC continuing contract personnel be identified, the provisions of D 1.b. above will be in effect.
d. Should a teacher who has an athletic coaching supplemental position wish to resign any coaching position, that individual shall automatically be identified as surplus. Should the principal/administrator decide 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 its posting as a 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.

2. Placing Unassigned Personnel
   a. Teachers listed for involuntary transfers as indicated in paragraphs D 1.a, b, c, and d. above shall be placed in vacant positions for which they are qualified in the following order on the basis of seniority (most senior first) within each group outlined in (1), (2), or (3) below:
      (1) Qualified PSC/continuing contract personnel.
      (2) Qualified personnel identified in D 1.d. above.
      (3) Qualified annual contract and bumped annual contract personnel.
   b. PSC/Continuing contract 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.

3. Recall of and Special Provisions for Unassigned Personnel
   a. In the event a position has not been identified and offered to a person listed in D 1.a or b. above 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 so as to acquire 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 as outlined under section B are waived in the event of a recall.
   d. No new teacher shall be hired in a new position or in an unassigned 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 of recall may be sent.
   f. Should a vacancy identified in c. above occur, a letter of 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 reemployment. 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 not withstanding.

E. Special Provisions
   1. The foregoing shall not be construed in such a way as to prohibit involuntary transfers for specific reasons. The Superintendent shall not be prohibited with the consent of the Board from transferring employees when the Superintendent determines it is in the best interest of the school system.
   2. 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 section B. 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.

3. 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.
ARTICLE XV
LEAVES

A. Terms
1. Leave granted by the School Board 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. 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.

3. Personal Leave With Pay

Five (5) 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. The teacher shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons".

4. Personal Leave Without Pay

A teacher may be granted leave days without pay for personal business when extenuating circumstances dictate. This leave may be granted to a teacher only when he/she cannot otherwise schedule his/her business outside of normal working hours. A reason must be stated with the request. Personal leave without pay shall be submitted to the principal at least three (3) days prior to the requested date of leave. The principal shall review the leave request for approval on a case by case consideration. Any employee who is absent without authorization shall be disciplined after consideration of the facts and in accordance with disciplinary procedures adopted by the Board.

5. Emergency Leave

a. Definition

Emergency leave shall be leave taken for a sudden unexpected happening; an unforeseen occurrence.

b. Emergency Leave With Pay

One (1) leave day counted against sick leave may be granted for emergency purposes. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee.

c. Emergency Leave Without Pay

Leave days for emergency purposes may be granted without pay. Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee.

6. Court Leave

A leave with pay may be granted to any teacher when called for jury duty or subpoenaed as a witness, or when a written request to appear in court is made by an attorney involved in the case. A copy of the court order, subpoena, or written request of the attorney shall be attached to the appropriate form and the completed form must be filed with the Personnel Division and approved prior to the leave.

7. Illness-In-The-Line-Of-Duty Leave

A teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his/her principal and a physician, then forwarded to the Superintendent for his/her recommendation and submission to the Board for approval or disapproval. Except for worker's compensation claims, a teacher who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim within five (5) working days following his/her return from such absence. The Board shall approve such claims and authorize the payment thereof, provided that the Board shall satisfy itself that the claim correctly states the facts and that such claimant is entitled to payment in accordance with the provisions of this section. The use of illness-in-the-line-of-duty leave, shall result in no reduction of the teacher's accumulated sick leave. Such leave shall be authorized for a total of not to exceed ten (10) school days during any school year for illness contracted or injury incurred from such causes as prescribed above.
8. Temporary Duty Elsewhere
Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed expenses.

9. Military Leave
When their obligation to the United States Armed Services makes unavoidable their failing to meet contractual duties, all members of the bargaining unit will be granted military leave in accordance with the law. Requests for such leave must be submitted in writing on the proper military leave request form with a copy of the orders attached to such form.

10. Professional Leave
a. Professional leave days with pay while school is in session, when properly requested and approved by the Superintendent or his/her designee, may be granted to teachers for the purpose of:
   (1) Attending and/or participating in professional meetings relating to educational workshops, educational seminars, clinics, or educational conferences in their subject area or area deemed beneficial to the school system by the Superintendent.
   (2) Visitation for the purpose of observing instructional techniques or programs in their subject area.

b. Professional leave days with pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for attendance in college courses for the purpose of extending certificates or for the purpose of earning credit toward being certified in the subject area of teaching responsibility. This request should be filed with the Personnel Division by ten (10) days prior to the post-planning period for leave during post-planning and pre-planning.

c. Professional leave days without pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for the purpose of attending college classes for reasons other than that stated in subparagraph b. above or for the purposes set forth in subparagraph a. above.

11. Filing Leave
Leave in this Section (B) must be applied for on the authorized form with attachments if required and submitted to the immediate supervisor. The completed form must be submitted to the supervisor by the end of the first day the teacher returns to duty in the case of sick, emergency, or illness-in-the-line-of-duty leave. The administration shall provide this form upon the teacher's return. Otherwise the form must be submitted in advance in accordance with the provisions of this Section (B). Leave requests must be filed with the Personnel Division.

C. FMLA Leave
1. Leave pursuant to the Family and Medical Leave Act (FMLA Leave) must be authorized and approved by the School Board. 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 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 by the School Board. 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 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. 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.

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 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 School Board. 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 and recommendation to the School Board.

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 and must be only for the health and welfare of the teacher or members of his/her immediate family. Extended personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with the Personnel Division and approved prior to the effective date of leave.

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.

e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, the Superintendent shall:

(1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the complete duties and responsibilities of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.

(2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.

(3) When an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.(2).

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

f. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and so certified by the employee's own attending physician, psychologists or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in Section C.8.b. of this Article. Based upon the results of the medical
examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with Section C.1. of this Article.

E. Reimbursement for Travel
Travel reimbursement including in-county, out-of-county, per diem, and expenses shall be reimbursed at the normal rate established by the Board and must be authorized and approved by the Superintendent prior to the incurrence. Reimbursement procedures and rules as established in the current School Board Rules shall be followed.

F. Sabbatical Leave
1. Leave may be granted by the Board to a certificated employee for the purpose of engaging in full-time study at a public or regionally accredited institution of higher education under rules adopted by the Board.
2. Only certificated staff members, who have taught in the Clay County Schools for at least eight (8) consecutive years, broken only by an authorized leave of absence, and who have not received an unsatisfactory evaluation may apply or be considered for approval for sabbatical leave. No more than two (2) requests for sabbatical leave may be approved for any given school year.
3. Such sabbatical year shall be for a one (1) year period and may not be extended.
4. A certificated staff member who is approved for such sabbatical leave shall not accept or agree to receive during such period of leave any compensation, through grant or extra employment, which, when added to the salary paid by the Board would be in excess of his/her ordinary salary.
5. The Board agrees to pay any certificated staff member who has been approved for sabbatical leave, 50% of his/her normally contracted salary during the year of leave. Benefits shall be paid during the year of sabbatical by the Board to such persons on approved sabbatical leave in the same manner as normally paid to a person employed on a 50% contract. Sick leave benefits shall not be available to such persons but insurance benefits that are available to full time employees shall be available to persons on sabbatical leave.
6. Upon returning from an approved year of sabbatical leave, the staff member shall present proof of compliance with the conditions of the approved leave and be placed in a vacant position in which he/she is certified. Such staff member shall accept such position as a further condition of the sabbatical leave.
7. If the staff member approved for sabbatical leave fails to abide by the conditions for sabbatical leave, the staff member shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical. A contract to this effect shall be signed by the Board and the person affected.
ARTICLE XX
SCHOOL CALENDAR

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

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

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

D. Paid Holidays
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 and who will be enrolled in the Professional Orientation Program shall be employed one (1) additional day prior to the first day for all other teachers. The length of this day shall be determined by the Professional Orientation Program Coordinator. Compensation for this day shall be paid at the rate established in Appendix IVD of the Salary Schedule.

The following dates shall be the six (6) paid holidays for the 1995-96 school year:

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 4, 1995</td>
<td>Labor Day</td>
</tr>
<tr>
<td>November 10, 1995</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>November 23, 1995</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>December 25, 1995</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>January 1, 1996</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>April 5, 1996</td>
<td>Good Friday</td>
</tr>
</tbody>
</table>

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 1995-96 school year:

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 27, 1996</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

The annual contract year for twelve (12) month teachers shall consist of 260 days, nine (9) paid holidays. The following dates shall be added to the above seven (7) paid holidays for twelve (12) month teachers for the 1995-96 school year:

<table>
<thead>
<tr>
<th>Date</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 4, 1995</td>
<td>July 4</td>
</tr>
<tr>
<td>November 24, 1995</td>
<td>Friday after Thanksgiving</td>
</tr>
</tbody>
</table>
ARTICLE XXI
INSURANCE

A. The Board agrees to pay 100% or up to $1710, 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.

B. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this article.

C. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.

D. 1. An insurance committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The Superintendent shall select the chairperson of the Insurance Committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote only upon a tie vote.

2. The insurance committee shall review and recommend actions with regard but not limited to:
   - Bids
   - Specifications
   - Recommendation on Invitation to Bid
   - Bid Tabulations
   - Monthly Insurance Experience Rating Reports

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.
ARTICLE XXIII
EMPLOYMENT CONDITIONS FOR ELEVEN AND TWELVE MONTH INSTRUCTIONAL EMPLOYEES

A. Eleven Month Employees/Ten and Eleven Month School Psychologists
1. Employees who are contracted for an eleven (11) month position shall be contracted on the basis of a 216 day contract year. The calendar for these employees shall be the same as that established for ten (10) month employees with the exception of the beginning and ending dates of employment.
2. With the exception of School Psychologists and Occupational/Physical Therapists, eleven month employees shall be paid a prorated amount based on their number of contract days times their daily rate of pay established from the salary schedule for teachers.
3. Ten and eleven month School Psychologists and Occupational/Physical Therapists shall be paid a prorated amount based on their contract days times their daily rate of pay established from the salary schedule for School Psychologists.
4. No annual leave shall accrue for ten or eleven month employees.

B. Twelve Month Employees
1. Employees who are contracted for twelve (12) months shall work under the same calendar established by the School Board for twelve (12) month employees. These employees shall accrue annual leave and be eligible for additional paid holidays as established by the Board.
2. Annual leave days for twelve (12) month employees shall accrue from the first month of employment at the rate of:
   a. One (1) day per month of employment for employees with less than five (5) continuous years of total employment with Clay County or other Florida county school system.
   b. One and one-fourth (1 1/4) days per month of employment for employees with at least five (5) continuous years but less than ten (10) continuous years of employment with Clay County or other Florida county school system.
   c. One and one-half (1 1/2) days per month of employment for employees with at least ten (10) continuous years of employment with Clay County or other Florida county school system.
3. Up to four (4) days of annual leave may be granted in addition to the days earned in subparagraph 2 above for use only during the Christmas Holidays or the first four (4) work days in January as directed by the Superintendent.
4. All annual leave days on record in excess of twenty-two (22) shall be voided on each employee's record at the end of each fiscal year.
5. Normally six (6) months of successful continuous service shall be required before any vacation leave may be granted by the Superintendent or his/her designee and taken by the employee.
6. No more than ten (10) continuous days or twenty-two (22) total days of earned annual leave may be taken by an employee except when approved at the discretion of the Superintendent.

C. All verified teaching and School Psychologist experience under contract or under a 310 agreement in U.S. public schools or schools under Department of Defense jurisdiction, up to four (4) years in accredited private schools or up to four years of clinical psychology experience as state licensed psychologist shall be used to determine the placement of School Psychologists on the salary schedule. See Article XXVII. Compensation, for experience granted to eligible Occupational and Physical Therapists.

D. In the case of an emergency or for energy conservation, the Superintendent may recommend and the School Board may approve an extension of the scheduled day. However, the hours in the work week for bargaining unit employees shall not exceed the number of hours of a normal work week.

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ARTICLE XXVII
COMPENSATION

A. Experience
1. All teaching experience for new hires must be verified. Such experience must be full-time experience and gained in schools that are accredited by an approved accrediting agency. This experience may include experience in PreK-12 public schools in the U.S. or under Department of Defense jurisdiction, experience for up to four (4) years in private or parochial PreK-12 schools; and up to four (4) years teaching experience in colleges or universities accredited by the state department of education or an approved regional accrediting agency, excluding adjunct teaching or teaching performed while attending the college or university as a student. 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.

2. 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.

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.

D. The method of advancement to succeeding levels after the 1994-95 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. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.

G. Employees assigned to paid supplement positions shall be paid in accordance with said Appendix and all other provisions of this Agreement.

H. Teachers shall be paid in 24 equal payments per year.

I. Terminal Sick Leave
The Board shall provide terminal pay to any teacher upon the teacher's retirement 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 in 1-5 below. Unless payment is upon death of individual, the person must be eligible for retirement and retirement papers must be completed, signed and approved. In addition, the teacher must have been:

1. Employed as a teacher for up to 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

2. 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

3. 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 accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or

4. 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

5. 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.

J. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional Handicapped, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).
ARTICLE XXVIII
TERM OF AGREEMENT

This Agreement is signed and ratified on October 19, 1995. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 1997. All economic issues shall be retroactive to the beginning of the 1995-96 school year. The parties agree that the articles pertaining to compensation, supplements, insurance, term of agreement, any two (2) issues of the Association's choosing and any two (2) issues of the Board's choosing, and any waivers and approvals agreed to by the Contract Monitoring Committee may be reopened for negotiations for the 1996-97 school year by April 15, 1996. Issues for the purpose of this article must be specific, narrowly defined and clearly stated so that the problem giving rise to the issue is precisely understood by both parties. Failure to identify the two (2) issues to be reopened as stipulated above will result in effective closure of negotiations for the 1996-97 school year. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY COUNTY EDUCATION ASSOCIATION

Nancy E. Green
President

CLAY COUNTY SCHOOL BOARD

Carol Y. Studdard
Chairman
APPENDIX I
CONTINUING MEMBERSHIP AUTHORIZATION
PAYROLL DEDUCTION FORM

I hereby authorize that my membership in the United Teaching Profession be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by me in the manner prescribed below. I further authorize that any increase in Local, State or National dues that may from time to time occur be automatically applied to my payroll deduction payments as agreed to between the Clay County Education Association and the Board before September 1 prior to the beginning of any membership year.

It is expressly understood that should I desire to drop any of these memberships at some future date, I must notify in writing the President of the Clay County Education Association thirty days before such revocation is to become effective. Failure to give written notification to the Association and failure of the Association to notify the School Board absolves the business office from removing my name from the payroll deduction list.

I understand that the Clay County Education Association will notify the business office of the amounts of annual dues for each school year.

_____ Deduction to be made in one installment of _______

Signed

_____ Deduction made in equal installments of _______
effective _____________

Signed

Social Security Number
APPENDIX II
CLAY COUNTY SCHOOLS

OFFICIAL GRIEVANCE FORM

Grievant(s) _________________________________________________________________________
School/Department ____________________ Position _______________________ School Year

Level I (Immediate Supervisor/County/Wide Supervisor)
A. Date of Alleged Grievance ___________________________ Relates to Article(s) ___
B. Statement of Alleged Grievance: ________________________________________________
C. Relief Sought:
D. I certify the statements made above are accurate and that the grievance rules outlined in the Master Contract have been followed and understood.

Signature of Employee(s) ___________________________ Date __________

E. Disposition: Call Personnel Department for Case Number before replying:
   Date of Formal Meeting: _________________________ Case No.: __________
   Results and Statement of Relief by Supervisor: ____________________________

Signature ___________________________ Title __________ Date __________

Copies:
(1) Next Level (Original) (2) Association (3) Grievant (4) Personnel

Level II (Superintendent - Personnel Department)
F. Dates: Hearing Date Notification ______ Formal Hearing ______
G. Disposition: ____________________________________________

Signature ___________________________ Title __________ Date __________

Copies:
(1) File (Original) (2) Association (3) Grievant (4) Supervisor Level I

Level III (Arbitration)
H. Person Making Request __________________________ Association Rep. (Yes - No)
I. Date of Request _____________________________ (Received by Personnel/Superintendent)
APPENDIX III A
CLAY COUNTY SCHOOLS
APPLICATION TO TRANSFER

SECTION I - APPLICANT

NAME: ___________________________ SOCIAL SECURITY NO.: _______-____-____

PRESENT SCHOOL: ___________________________ DATE OF APPLICATION: ___________

PRESENT ASSIGNMENT: ___________________________ SCHOOL/DEPT. SOUGHT: ___________

ASSIGNMENT SOUGHT: ___________________________ CHECK ONLY ONE: □ Posted Vacancy

REASON FOR TRANSFER REQUEST: ______________________________________________________

SUMMER ADDRESS: _________________________________________________________________

DATE OF LAST TRANSFER: ___________ SIGNATURE OF APPLICANT: ______________________

SECTION II - RECEIVING SUPERVISOR

□ APPROVED □ DENIED RECEIVING SUPERVISOR SIGNATURE DATE: ___________

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

IF APPROVED GIVE BUDGET CODES FOR POSITION BEING FILLED:

SUBJECT/JOB TITLE: ___________________________

COST CTR FUND FUNCT. OBJ. PROJ. PROG.

NAME OF PERSON BEING REPLACED: ___________________________ □ NEW POSITION

My signature certifies that no conflict of interest, as defined by Board policy 2.02, is created by this recommended action.

Principal/Director/Asst. Supt.: ___________________________ Date: ___________

SECTION III - LOSING SUPERVISOR

□ APPROVED □ DENIED LOSING SUPERVISOR SIGNATURE DATE: ___________

LAST WORK DATE DOE JOB CODE JOB LOCATOR NUMBER

IF APPROVED, GIVE BUDGET CODES FOR VACANCY CREATED:

SUBJECT/JOB TITLE: ___________________________

COST CTR FUND FUNCT. OBJ. PROJ. PROG.

SECTION IV - DISTRICT APPROVAL/DENIAL

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

□ APPROVED □ DENIED SIGNATURE DATE RECIPIENTS

COPY TO: □ ASSOCIATION □ RECEIVING SUPERVISOR □ LOSING SUPERVISOR □ BOARD

□ APPLICANT □ DISTRICT WIDE SUPERVISOR ACTION DATE ___________

MIS24059 REV 11/1/93
INSTRUCTIONS: EMPLOYEE (See applicable contract provisions.)

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

1. Complete each item in Section I.

2. Forward copy 3 to the Human Resources Division and copy 4 to the Association.

3. Contact the Receiving Principal/Supervisor.

4. Take the original and 2nd copy to the Receiving Principal/Supervisor. Option: You may attach resume' or job qualifications to the form.

5. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.

6. The Principal's/Supervisor's action is final. The transfer request terminates if a negative determination is made.

B. Application to Transfer for Listing in Summer Pool

1. Complete Section I. You may list a School/Department or leave blank.

2. Forward the original, copy 2 and copy 3 to the Human Resources Division, and copy 4 to the Association.

3. After the Human Resources Division returns the original and copy 2 with instructions, pursue the transfer in this manner:

   a. Contact the Receiving Principal/Supervisor.

   b. Take the original and the 2nd copy to the Receiving Principal/Supervisor.

   c. The Receiving Principal/Supervisor will retain the original and 2nd copy regardless of whether the transfer is approved or disapproved.

4. The Principal's/Supervisor's action is final. The transfer request terminates at this point if a negative determination is made.

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

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

A. Receiving Principal/Supervisor

1. When contacted by an employee for a transfer, give the employee due consideration (see contract).

2. Retain the original and 2nd copy as presented by the employee. Complete Section II if approved by you. and if denied, mark only denied and sign.

3. If approved by you, forward both copies to the Losing Principal/Supervisor. If denied by you, forward both copies to the Human Resources Division.

4. Notify all applicants in writing of action taken.

B. Losing Principal/Supervisor

1. If the Receiving Principal forwards approved transfer forms (original and 2nd copy) to you, complete Section III completely if you approve. or if denied, only mark denied and sign.

2. Approve you approve or deny the transfer. forward both copies to the Human Resources Division.

APPENDIX IIIB

CLAY COUNTY SCHOOL BOARD
RECALL PROCEDURES

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

PHASE I

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

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

PHASE II

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

1. PSC/continuing contract in field
2. PSC/continuing contract out of field
3. Annual contract in field
4. Annual contract out of field with prior out of field requirements satisfied for the current year

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

PHASE III

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

1. PSC/continuing contract in field
2. PSC/continuing contract out of field
3. Annual contract in field

PHASE IV

Regular In County Transfers and Qualified New Candidates: Applies to any qualified in county transfers and qualified new candidates.
APPENDIX III C
CLAY COUNTY SCHOOL BOARD
POSTING PROCEDURES FOR SUPPLEMENTAL POSITIONS

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

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

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

   Posting period: Two weeks between April 15 and May 1

2. FOLLOWUP POSTING OF UNFILLED POSITIONS (Secondary Only)

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

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

   Posting period: Two weeks

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

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

   The school must either -

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

      -OR-

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

      -OR-

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

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

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

NOTE 2: No posting is required after June 30.
The method utilized by the School Board of Clay County to determine teacher staffing allocations may be found in the office of the Deputy Superintendent. The allocations resulting from this process were modified for special programs. Actual sizes of classes cannot be presumed from a strict interpretation of the process.

The Clay County School Board reserves the right as outlined in and within the guidelines listed in Article V Management's Rights and Responsibilities and Article XVI Class Size contained herein to set unilaterally standards of service, the process not withstanding. Any dispute arising out of or as the result of the use of this process shall be referred to the class size committee as outlined in Article XVI Class Size.

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

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

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

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

<table>
<thead>
<tr>
<th>Classes</th>
<th>Enrollment</th>
<th>Teacher(s)</th>
<th>Aide(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>1 - 25</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>26-30</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Primary Level</td>
<td>1 - 28</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>(Grades 1-3)</td>
<td>29-33</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Intermediate Level</td>
<td>1 - 32</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>(Grades 4-8)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

CLAY COUNTY SCHOOLS | APPLICATION FOR LEAVE

SHORT TERM MILITARY

I Instructions

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

PLEASE ATTACH A COPY OF YOUR ORDERS AND REQUEST SIGNATURE OF YOUR UNIT COMMANDER BELOW.

II Request

Please complete information requested.

Name __________________________ Position __________________________

Date __________________________ School/Department __________________________

Number of Hours Requested __________________________ Social Security No. __________________________

Date(s) of Leave: Commencing: __________________________ Time: A.M. __________________________ P.M. __________________________

Ending (Last Day of Leave): __________________________ Time: A.M. __________________________ P.M. __________________________

Date Returning: __________________________ Time: A.M. __________________________ P.M. __________________________

III Leave Information

Directions: Please complete the information requested below:

a. Destination/Location __________________________

b. Purpose/Reason __________________________

IV Employee Signature

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

Signature of Employee __________________________ Date __________________________

V Unit Commander

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

Commander of Reserve/National Guard Unit __________________________ Date __________________________

VI Approval

Signature of Supervisor __________________________ Date __________________________

Signature of Superintendent __________________________ Date __________________________ Note: __________________________

RECEIVED __________________________

COPIES: White-Human Resources Yellow-Supervisor Pink-Employee
MIS14183 EFF 12/1/92

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### APPENDIX IV A

**SALARY SCHEDULE - 1995-96**

#### A. Regular Bachelor's Schedule

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Approved Bachelor’s Level Experience</th>
<th>Salary Amount (196 Day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0</td>
<td>21,500</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>21,887</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>22,281</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
<td>22,682</td>
</tr>
<tr>
<td>E</td>
<td>4</td>
<td>23,090</td>
</tr>
<tr>
<td>F</td>
<td>5</td>
<td>23,506</td>
</tr>
<tr>
<td>G</td>
<td>6</td>
<td>23,928</td>
</tr>
<tr>
<td>H</td>
<td>7</td>
<td>24,360</td>
</tr>
<tr>
<td>I</td>
<td>8</td>
<td>24,798</td>
</tr>
<tr>
<td>J</td>
<td>9</td>
<td>25,244</td>
</tr>
<tr>
<td>K</td>
<td>10</td>
<td>25,837</td>
</tr>
<tr>
<td>L</td>
<td>11</td>
<td>26,444</td>
</tr>
<tr>
<td>M</td>
<td>12</td>
<td>27,065</td>
</tr>
<tr>
<td>N</td>
<td>13</td>
<td>27,701</td>
</tr>
<tr>
<td>O</td>
<td>14</td>
<td>28,394</td>
</tr>
<tr>
<td>P</td>
<td>15</td>
<td>29,104</td>
</tr>
<tr>
<td>Q</td>
<td>16</td>
<td>29,832</td>
</tr>
<tr>
<td>R</td>
<td>17</td>
<td>30,861</td>
</tr>
<tr>
<td>S</td>
<td>18 or more</td>
<td>32,700</td>
</tr>
</tbody>
</table>

**Longevity Placement I**

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Salary Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-25*</td>
<td>34,787</td>
</tr>
</tbody>
</table>

**Longevity Placement II**

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Salary Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>26+ *</td>
<td>35,985</td>
</tr>
</tbody>
</table>

---

*NOTE:*

Returning teachers with less than 19 years of approved experience and all new teachers shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to June 30, 1995. Teachers who have the approved experience as specified above (20-25 or 26+) and 6 or more years of Clay County experience prior to June 30, 1995 may be placed at Longevity Placement I or II.

#### B. 1995-96 Factors For Returning Experienced Teachers

Returning continuous Clay County teachers with 19 or more total years of approved experience as of June 30, 1995 who were on a Board approved leave of absence during 1994-95 or were contracted, paid and earned a year of experience in Clay County during the 1994-95 school year, shall be paid a salary equivalent to 1.03 times the salary step equivalent in 1994-95, or, in the case of teachers returning from leave, the last annual salary step equivalent, less differentials and supplements.

#### C. School Psychologists

1. All school psychologists shall be placed on the teacher salary schedule beginning at step K for 0 experience through step S for 8 years or more of experience at the step prorated on the basis of the length and type of contract year and reflecting the length of total years of experience as of June 30, 1995 and in accordance with the Article on Employment Conditions for 11 and 12 Month Instructional Employees. In the event that such placement would result in a decrease in salary for 1995-96, the psychologist shall be paid his/her step equivalent for 1993-94 and shall be frozen at that salary equivalent until actual approved experience matches the assigned salary step. Such salaries are exclusive of differentials and supplements.
2. Experienced school psychologists with experience as defined in section B above, shall be entitled to the factors for experience as outlined in section B based on their 1994-95 salary less differentials and supplements, with the exception that the total years of experience for the application of section B shall be 9 total years of experience. Any psychologist covered in this subsection shall receive the greater of either the salary represented at step S or the salary based on the factors in section B.

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

A. 196 Day Teachers (See Below For School Psychologists)
   
   Master's or higher degrees reflected on Educator certificates
   
   Master's Degree $1600
   Specialist Degree $2100
   Doctorate Degree $2300

B. 196 Day School Psychologists
   Note: To receive the differential, the Educator certificate must reflect field of School Psychology and the appropriate level for the differential.

   Master's or higher degrees reflected on Educator certificates
   
   Master's Degree $1600
   Specialist Degree $2100 (Must hold Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology)
   Doctorate Degree $2300 (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 Personnel Office to establish eligibility.
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
   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.

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. Summer Institute
   1. Teacher participation in the 1996 Summer Institute shall be voluntary.
   2. Teachers attending the 1996 Summer Institute shall be paid at the rate of $10.00 per hour, other provisions of this Agreement notwithstanding.

E. New Teachers
   All new teachers whose employment begins at the start of the school year, who will be enrolled in the Professional Orientation Program, shall be paid at the rate of $10.00 per hour for their participation in the one (1) day workshop prior to the first day for teachers.

F. 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. In 1995-96 only, certified teachers who volunteer to utilize their planning periods to cover the classes of early intervention/prek teachers shall be paid $10 per half hour.

G. Adult and Community Education Teachers
   1. Teachers of FTE Courses Which Require Certificated Teachers
      Hourly base rate based on the 196 day contract salary for regularly contracted teachers in Clay County or the beginning (0 year) salary on the adopted schedule for teachers not under regular contract in Clay County.
      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) or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater.
   2. Teachers of Fee Base Noncredit Courses
      $ 8.00 per hour
      $10.00 per hour
      $12.00 per hour
      $15.00 per hour
   3. Noncertified Community Education Instructors (fee-based, allocated positions - hourly pay based on fee charged for course):
      $15.00 per hour
   4. 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.

APPENDIX IV C
SALARIES - MISCELLANEOUS
H. 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.

<table>
<thead>
<tr>
<th>Step</th>
<th>Approved Experience</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0</td>
<td>30,693</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>34,530</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>38,367</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
<td>40,925</td>
</tr>
<tr>
<td>E</td>
<td>4</td>
<td>43,481</td>
</tr>
<tr>
<td>F</td>
<td>5</td>
<td>46,040</td>
</tr>
</tbody>
</table>

2. The following employee classifications shall receive the percent indicated applied to the base salary (10 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
A. 196-day contracts will be issued in accordance with laws governing teacher contracts.

B. Salaries will be based on the greatest amount of 1 or 2 below and will be paid in 24 bi-monthly installments.
   1. The 10-month teachers' salary schedule for 1995-96, or
   2. (a) The annual (12-month) salary submitted by the U.S. Navy based on the active duty pay less the retired
       pay valid as of August 1, 1988 for those ROTC personnel employed as of September 1, 1982, provided
       there is no break in service with Clay County, or
       (b) 10/12 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 subsequent to September 1, 1982 and those ROTC personnel who
           break service in Clay County and are reemployed subsequent to September 1, 1982.

C. If 10/12 of the annual pay as reported by the Navy (school amount) ever exceeds the annual pay actually rendered
   by the School Board, the contract and pay of the affected person identified in subparagraph B2(a) above shall be
   changed to reflect 12/12 of that reported by the Navy prorated from the effective date. This paragraph shall have
   no force or effect for those personnel identified in subparagraph B2(b) above.

D. Summer school employment for 1996 will be contingent on need and pay will be in addition to that agreed upon
   in Item B 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 B above and this additional time will be reported to the Navy as such.

E. 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.
APPENDIX IV E
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, if classes requiring planning and evaluation are not assigned in accordance with Section C below. Up to two (2) athletic supplements may be paid if classes requiring planning and evaluation are assigned in accordance with Section C below.

C. The principal of the high school at which the athletic director is located may assign a teaching load of up to four (4) classes requiring planning and evaluation. At least one-half of these assigned classes must require planning and evaluation. Preparation/Conference time as provided under Article VII shall not be compensable time under the terms of this section. $1000 shall be deducted from the contract salary of the athletic director for each of these classes not assigned.

D. Salary Schedule - Bachelor's Degree (Higher Degree Differential - See Appendix IVC)

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Approved Experience</th>
<th>216 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0</td>
<td>27,694</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>28,120</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>28,555</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
<td>28,996</td>
</tr>
<tr>
<td>E</td>
<td>4</td>
<td>29,446</td>
</tr>
<tr>
<td>F</td>
<td>5</td>
<td>29,905</td>
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<td>G</td>
<td>6</td>
<td>30,371</td>
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<td>H</td>
<td>7</td>
<td>30,846</td>
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<tr>
<td>I</td>
<td>8</td>
<td>31,328</td>
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<tr>
<td>J</td>
<td>9</td>
<td>31,820</td>
</tr>
<tr>
<td>K</td>
<td>10</td>
<td>32,473</td>
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<tr>
<td>L</td>
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<td>O</td>
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<td>R</td>
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<td>38,010</td>
</tr>
<tr>
<td>S</td>
<td>18</td>
<td>40,037</td>
</tr>
</tbody>
</table>

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 June 30, 1995.

1995-96 Factors For Returning Experienced Athletic Directors

Returning continuous Clay County athletic directors with 19 or more total years of approved experience as of June 30, 1995 who were on a Board approved leave of absence during 1994-95 or were contracted, paid and earned a year of experience in Clay County during the 1994-95 school year, shall be paid a 216 day salary equivalent to 1.031 times the 216 day salary step equivalent in 1994-95 less differentials and supplements and assuming no assigned classes as described in section C above.
APPENDIX V

SALARIES - SUPPLEMENT SCHEDULE

Note: The percent indicated is applied to the base salary (0 year experience, Level A) of the Teachers Salary Schedule. Salaries are to be rounded to the nearest dollar. Only activities allocated by the school board are eligible for a supplemental salary. All activities must be performed or conducted in accordance with job descriptions adopted by the school board.

TYPE ACTIVITY

ACADEMIC COORDINATORS - (Classroom Teacher Department Heads, ESE, Resource Department Heads, and Specialists Only) - paid in equal installments.

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Head (3-5 teachers)</td>
<td>6.00</td>
</tr>
<tr>
<td>Department Head (6-10 teachers)</td>
<td>6.50</td>
</tr>
<tr>
<td>Department Head (11-16 teachers)</td>
<td>7.00</td>
</tr>
<tr>
<td>Department Head (17-20 teachers)</td>
<td>7.50</td>
</tr>
<tr>
<td>Department Head (21 or more teachers)</td>
<td>8.00</td>
</tr>
<tr>
<td>10 Month Specialist</td>
<td>6.00</td>
</tr>
<tr>
<td>11 Month Specialist</td>
<td>6.20</td>
</tr>
<tr>
<td>12 Month Specialist</td>
<td>7.90</td>
</tr>
</tbody>
</table>

EXTRA CURRICULAR ACTIVITIES

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.

Annual Staff

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>8.00</td>
</tr>
<tr>
<td>Clay High, Keystone Heights High</td>
<td>7.50</td>
</tr>
<tr>
<td>Junior High School/Middle School</td>
<td>6.50</td>
</tr>
</tbody>
</table>

Newspaper Staff

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>4.10</td>
</tr>
<tr>
<td>Clay High, Keystone Heights High</td>
<td>2.55</td>
</tr>
<tr>
<td>Junior High School/Middle School</td>
<td>2.50</td>
</tr>
</tbody>
</table>

Band Director (High School: minimum of two major performances; football games; district marching festival, solo, ensemble; concert band and state festivals when applicable. Junior High/Middle School: minimum of four performances; solo and ensemble festival, district concert festival; home football games.)

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>13.50</td>
</tr>
<tr>
<td>Clay High, Keystone Heights High</td>
<td>12.50</td>
</tr>
<tr>
<td>Junior High School/Middle School</td>
<td>7.50</td>
</tr>
</tbody>
</table>

End of Year Supplement (Two additional major festivals - three community events equal one major event.)

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>1.50</td>
</tr>
<tr>
<td>Clay High, Keystone Heights High</td>
<td>1.50</td>
</tr>
<tr>
<td>Junior High School/Middle School</td>
<td>1.50</td>
</tr>
</tbody>
</table>

Choral Director (Minimum of four separate performances per year; attend district solo, ensemble and concert festivals.)

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td>7.50</td>
</tr>
<tr>
<td>Junior High School/Middle School</td>
<td>5.15</td>
</tr>
</tbody>
</table>

End of Year Supplement (Two additional major festivals - three community events equal one major event.)

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>2.75</td>
</tr>
<tr>
<td>All Other High Schools</td>
<td>2.60</td>
</tr>
</tbody>
</table>

Class Sponsor - Freshman Class (also includes 8th grade at Green Cove Middle School)

<table>
<thead>
<tr>
<th>TYPE ACTIVITY</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>4.75</td>
</tr>
<tr>
<td>All Other High Schools</td>
<td>4.25</td>
</tr>
</tbody>
</table>
Class Sponsors - Senior Class

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orange Park High, Middleburg High</td>
<td>4.25</td>
</tr>
<tr>
<td>All Other High Schools</td>
<td>3.75</td>
</tr>
</tbody>
</table>

| Co-Curricular Club               | 4.10   |
| High School Student Council      | 4.10   |
| Junior High/Middle School Student Council | 3.60  |

*Debate Team/Math Team (must include formal competitions outside of school setting)* | 3.10   |

*Director of Junior or Senior Class Plays* | 1.30   |

(Identified by the school through the school improvement plan and allocated by the school board.)

<table>
<thead>
<tr>
<th></th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 or more computers</td>
<td>3.00</td>
</tr>
<tr>
<td>1-25 computers</td>
<td>2.60</td>
</tr>
</tbody>
</table>

**Co-Curricular Club (Secondary)** | 2.75   |

**Academic Coach-School** | 5.40   |

**Academic Coach-District** | 7.50   |

**Peer Teacher** | 6.00   |

**Support Peer Teacher** | 4.00   |

**Director of Junior or Senior Class Plays** | 1.30   |

(Identified by the school through the school improvement plan and allocated by the school board.)

**The supplement 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.**
ATHLETICS

1. Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. If a coach quits prior to completion of the season, no more than the actual athletic supplements paid to a single individual will be prorated. No more than three athletic supplements may be paid to a single individual without approval of the Superintendent. All resources must be exhausted for additional supplements to be paid.

Exceptions - Football supplements will be paid as follows:
- 75% at end of playing season
- 25% for 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 completed application for the certificate, with evidence that all requirements for certification have been met, must be presented prior to student contact. Head coaches and athletic directors with Florida certification endorsement as Athletic Coach will receive 1.0% of the base salary, in addition to their athletic supplement upon presentation of the certification endorsement.

Head coaches 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.

- Football, Head (high schools) .................................... 18.20
- Football, Head (junior high schools/middle schools) ............ 10.00
- Football, Assistant (junior high schools/middle schools) ....... 9.10
- Football, Assistant (high schools) ................................ 11.55
- J.V. Football, Head (high schools) ................................... 12.00
- Basketball, Head (high schools) ..................................... 13.60
- Basketball, Assistant (high schools) ............................... 8.00
- Basketball (junior high schools/middle schools) ................. 6.85
- Basketball (9th Grade) ........................................... 6.85
- Baseball, Head (high schools) ...................................... 12.00
- Baseball, Assistant (high schools) ................................. 7.00
- Baseball (junior high schools/middle schools) ..................... 6.00
- Baseball, Assistant (junior high schools/middle schools) .... 5.00
- Baseball (junior varsity) .......................................... 8.00
- Softball, Head (high schools) ....................................... 12.00
- Softball, Assistant (high schools) .................................. 7.00
- Softball, (junior high/middle schools) ............................. 6.00
- Softball, Assistant (junior high schools/middle schools) .... 5.00
- Softball (junior varsity) ........................................... 8.00
- Track, Head (high schools) .......................................... 10.00
- Track, Assistant (high schools) ..................................... 7.00
- Track, Head (junior high schools/middle schools) ............... 6.00
- Track, Assistant (junior high schools/middle schools) ....... 5.15
- Cross Country, Head (high schools) ................................. 6.00
- Golf, Head (high schools) .......................................... 4.15
- Wrestling, Head (high schools) .................................... 10.00
- Wrestling, Assistant (high schools) ............................... 7.00
- Wrestling (junior high schools) .................................... 5.15
- Volleyball, Head (high schools) ................................... 10.00
- Volleyball, Assistant (junior varsity) ............................. 7.00
- Volleyball (junior high schools/middle schools) ............... 6.20
- Tennis, Head (high schools) ........................................ 7.00
- Soccer, Head (high schools) ......................................... 10.00
- Soccer, Junior Varsity .............................................. 7.00
- Soccer, Assistant (high schools) .................................. 6.00
- Swimming, Head (high schools) ................................... 10.00
<table>
<thead>
<tr>
<th>Activity</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swimming (junior high schools/middle schools)</td>
<td>5.15</td>
</tr>
<tr>
<td>Intramural Programs Sponsor (junior high school/middle schools)</td>
<td>5.15</td>
</tr>
<tr>
<td>Asst. Intramural Program Sponsor (junior high schools/middle schools)</td>
<td>4.70</td>
</tr>
<tr>
<td>Weightlifting (high schools)</td>
<td>7.00</td>
</tr>
<tr>
<td>Cheerleading Sponsor - Varsity</td>
<td>10.00</td>
</tr>
<tr>
<td>Cheerleading Sponsor - Junior Varsity</td>
<td>7.00</td>
</tr>
<tr>
<td>Cheerleading Sponsor - Junior High Schools/Middle Schools</td>
<td>7.00</td>
</tr>
<tr>
<td>Head Coach, Athletic Director with athletic coach endorsement</td>
<td>1.00</td>
</tr>
</tbody>
</table>
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: 9/28/95

THE DISTRICT SCHOOL BOARD OF CLAY COUNTY NEGOTIATING TEAM

Mat E. Miller
S. McRae
Michelle Williams
Richard Ramsey

CLAY COUNTY EDUCATION ASSOCIATION NEGOTIATING TEAM

Ray Fisher
Nancy E. Green
Sandra M. Schmog
Constance Fitzpatrick
Susan P. Wilson