11-19-1985

Clay County, Florida School Board and Clay County Education Association, United Teaching Profession (1985)

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Clay County, Florida School Board and Clay County Education Association, United Teaching Profession (1985)

Location
Clay Co., FL

Effective Date
11-19-1985

Expiration Date
6-30-1988

Number of Workers
1200

Employer
School Board of Clay County, Florida

Union
Clay County Education Association

NAICS
61

Sector
Local government

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Comments
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CLAY COUNTY SCHOOL BOARD

MASTER CONTRACT

WITH

CLAY COUNTY EDUCATION ASSOCIATION

1985 - 88

Martin E. Miller

CLAY COUNTY SCHOOL BOARD
PERSONNEL DIVISION
900 WALNUT STREET
GREEN COVE SPRINGS, FL 32043

X - 4/88
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.

Signed Nov. 12, 1985

THE DISTRICT SCHOOL BOARD OF CLAY COUNTY NEGOTIATING TEAM

CLAY COUNTY EDUCATION ASSOCIATION NEGOTIATING TEAM
CONTENTS

PREAMBLE ........................................... 3
ARTICLE I, RECOGNITION ............................... 4
ARTICLE II, NEGOTIATIONS PROCEDURES ............... 5
ARTICLE III, GRIEVANCE PROCEDURE ..................... 6
ARTICLE IV, ASSOCIATION AND TEACHER RIGHTS ........... 11
ARTICLE V, MANAGEMENT'S RIGHTS & RESPONSIBILITIES .... 15
ARTICLE VI, HOURS .................................... 16
ARTICLE VII, PREPARATION TIME ......................... 17
ARTICLE VIII, PROFESSIONAL DUTIES .................... 18
ARTICLE IX, WORKING CONDITIONS ....................... 19
ARTICLE X, TEACHER FACILITIES, EQUIPMENT & MATERIALS . 20
ARTICLE XI, TEACHER'S AUTHORITY AND PROTECTION .... 21
ARTICLE XII, GENERAL EMPLOYMENT PRACTICES .......... 22
ARTICLE XIII, TRANSFERS .............................. 23
ARTICLE XIV, PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS .... 28
ARTICLE XV, REDUCTION IN FORCE ....................... 29
ARTICLE XVI, LEAVES ................................ 31
ARTICLE XVII, CLASS SIZE ................................ 38
ARTICLE XVIII, TEACHER EVALUATION .................. 39
ARTICLE XIX, TEACHER DISCIPLINE ....................... 40
ARTICLE XX, INSERVICE ................................ 41
ARTICLE XXI, SCHOOL CALENDAR ......................... 42
ARTICLE XXII, INSURANCE ................................ 43
ARTICLE XXIII, SICK LEAVE BANK ....................... 44
ARTICLE XXIV, SICK LEAVE CONSERVATION INCENTIVE .... 46
ARTICLE XXV, WORKING CONDITIONS FOR ELEVEN AND TWELVE MONTH INSTRUCTIONAL EMPLOYEES .... 48
ARTICLE XXVI, MISCELLANEOUS ......................... 50
ARTICLE XXVII, COMPENSATION ......................... 51
ARTICLE XXVIII, TERM OF AGREEMENT .................... 53
APPENDIX I, PAYROLL DEDUCTION FORM ................. 55
APPENDIX II, OFFICIAL GRIEVANCE FORM ................. 56
APPENDIX III, APPLICATION TO TRANSFER ............... 57
APPENDIX IV, SALARIES ................................ 59
APPENDIX V, SUPPLEMENTS .............................. 63
PREAMBLE

This Agreement, entered into this __ day of __, 19__, by and between the School Board of Clay County, Florida, hereinafter called the "Board", and the Clay County Education Association, an affiliate of the United Teaching Profession, hereinafter called the "Association".

WITNESSETH

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

A. The Association recognizes the Board as the duly elected representative of the public and agrees to negotiate only with the Board, through its chief executive officer or his designee.

B. The Board hereby recognizes the Association as the exclusive bargaining representative for the following unit of employees in the certification instrument (Case No. SH-RA-754-1011; Certification No. 32) as amended Case No. MS-78-010 issued by the Florida Public Relations Commission on the 17th day of April, 1975 and amended on the 27th day of May, 1980.
ARTICLE II
NEGOTIATION PROCEDURES

A. Matters not specifically covered by this Agreement but of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of the Agreement upon request by either party to the other. The parties agree to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association.

B. When deemed necessary by the parties, release time will be provided the negotiating committee of the Association to meet during regular school hours for the purpose of reaching an agreement as rapidly as possible. Otherwise, all such negotiations shall be conducted after regular school hours.

C. In any negotiations described in the Agreement, neither party shall have any control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements shall be signed by representatives designated by each party; there will be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.

D. During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith.

E. Any cost incurred through the cost of a mediator and/or Special Master will be shared equally by the Board and Association.

F. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, said provision shall become null and void, and shall in no way affect the validity of any other provisions of this Agreement.
ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Teacher - The term "teacher" as used in this Article shall mean teacher, group of teachers, employee, or group of employees recognized in the bargaining unit as defined in Article I.

2. Work Days - The term "days" as used herein shall mean teacher work days as set forth in the official school calendar as adopted by the Board.

3. Grievance
   a. Any claim by a teacher, or group of teachers that there has been a violation, misinterpretation, or misapplication of the Agreement to which aggrieved teacher(s) is a party, may be processed as a grievance as hereinafter provided.
   b. Any claim by a teacher, or group of teachers that there has been a violation, misinterpretation, or misapplication of any rule, order, or regulation of the Board which affects only the wages, hours, and terms and conditions of employment of the teacher(s) to which the aggrieved teacher(s) is a party, may also be processed as a grievance as hereinafter provided.
   c. Board regulations, rules, or orders not meeting the above criteria will not be grievable.
   d. If such a claim would affect a department(s) within a school, then such claim shall be filed as a "class" grievance.

4. Superintendent - The "Superintendent" as used in the Agreement shall mean "superintendent or designee."

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

C. Class Grievance

1. If the particular grievance is a "class"
grievance affecting teachers in one school center, a grievance committee made up of the aggrieved teachers with an Association representative and the school administration shall be formed to discuss the problem informally. If this does not result in a satisfactory resolution, the formal grievance procedure shall be initiated at Level I with all aggrieved teachers in the class signing the grievance. The same time limitations and other requirements as set forth for the institution of grievances at Level I shall apply.

2. If the particular grievance is a "class" grievance affecting teachers in more than one building, the grievance shall be processed directly to Level II and shall be subject to the same time limitations and other requirements as set forth for the institution of grievances at Level I. Such grievance must be presented no longer than ten (10) work days following the informal hearing.

D. Written grievances as required herein shall contain the following:
1. Shall be signed by the grievant or grievants;
2. Shall be specific and related to the alleged violation;
3. Shall contain a synopsis of the facts giving rise to the alleged violation;
4. Shall cite the section or subsections alleged to have been violated;
5. Shall contain the date of the alleged violation;
6. Shall specify the relief requested;
Any written grievance not in accordance with the above requirements may not be acted upon until submitted in proper form.

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

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

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

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

Level III

If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made by the Superintendent within the period provided, the aggrieved person(s) or Association may file within ten (10) work days, a written notice with the Superintendent or his designee that arbitration before an impartial arbitrator is being requested. A request by the Association shall be filed with the American Arbitration Association or Federal Mediation and Conciliation Service within five (5) work days after this notice has been filed with the Superintendent. The rules of the AAA or FMCS will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert, in such arbitration proceedings, any ground or any evidence not previously disclosed to the other party unless mutually agreed upon. Both parties agree that the award of the arbitrator shall be final and binding. Nothing herein shall prevent the grievant from filing for arbitration without Association participation; however, if the teacher elects not to have the Association represent him/her, the Association has no financial obligation toward him/her.

F. General Provisions
1. Any grievance which arose prior to the effective date of this Agreement shall not be processed
through these procedures.

2. The affected supervisor shall be warned when a discussion with a teacher is being considered by the employee to be the informal step of this process.

3. A grievance may be withdrawn at any level, but that same grievance may not be filed a second time.

4. The filing of a grievance shall in no way interfere with the right of the Board to proceed to carry out its management responsibilities, subject to the final decision of the grievance.

5. The losing party shall pay all fees and expenses of the arbitration step in this procedure.

6. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, and strict adherence to the time limits may result in hardship to any party, the administration shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of any necessary party prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that the party can be present.

7. Any teacher involved in any manner in any grievance procedures shall not be subjected to any prejudicial treatment because of such participation.

8. It is the mutual intent of the Board and the Association to resolve all grievances at the earliest possible level of the grievance procedure.

9. Arbitration proceedings are to be conducted outside regular working hours unless the Board consents in writing to the contrary. When grievance meetings and arbitration proceedings are held during school hours, all employees whose presence is required shall be excused, with pay, from their normal duties.

10. a. Any party who has filed for arbitration proceedings but who subsequently withdraws such request shall pay all fees assessed by the arbitration agency and/or arbitrator. However, if the respondent and charging party mutually agree in writing to a modification in a Level II determination prior to the arbitration hearing and such modification results in an immediate request by the charging party for withdrawal of arbitration, then the fees assessed by the arbitration agency and/or the arbitrator shall be shared.

b. The arbitrator shall not have the power or authority to make any decision contrary to law or beyond his jurisdiction. The arbitrator shall limit his/her decision to the terms of this Agreement; and shall not add to, subtract from, modify, or alter the terms of this Agreement or School Board Policy.
11. Any grievance initiated through the procedure outlined herein may not be filed a second time.

12. Reasonable accommodation will be made for handicapped School Board employees involved in the grievance process.
ARTICLE IV
ASSOCIATION AND TEACHER RIGHTS

A. The Board hereby agrees that every teacher shall have the right to organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities. Further, the Board will not discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement; that it will not discriminate against any teacher with respect to wages, hours, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association, or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement.

B. When the Association desires to use a school facility for a meeting involving members who may not be located at the affected school, it will submit a written request to the principal at least one (1) week in advance if possible to secure permission. If such meeting involves Association members from the affected school only, then a written request to the principal shall be submitted in advance to secure permission. If any special equipment is needed, it must also be included in this request. The Association shall reimburse the Board for those use costs that exceed routine custodial and operating expenses of such school building and equipment.

C. With the approval of the principal, the Association and its representatives shall have the right to use school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use.

D. Each school principal will designate a space or bulletin board in his/her school in a place which is accessible to the teachers for the Association to post notices of Association activities. The Association is authorized to use the school system teacher mailboxes, for communications to teachers. Communications posted on the bulletin board or placed in the mailboxes shall not be slanderous or political campaign material. The Association shall assume the responsibility for placing such communications in the mailboxes. A copy of materials to be placed in the mailboxes shall be submitted to the principal and Personnel Division prior to distribution. All correspondence must include Association name.

E. Duly authorized representatives of the Association, with the approval of the school principal, may be permitted to transact official Association business with teachers on school property as follows:
1. During the teacher’s lunch period.
2. Before and after the teacher’s school day.
3. Visitation as outlined in (1.) and (2.) above must not interfere with or disrupt normal school opera-
4. When an Association representative desires to visit a school, he/she must make prior scheduling arrangements in advance of the visit with the school principal.

5. The Association Faculty Representative will be given an opportunity at the end of each school faculty meeting to make announcements of time, place, and topics of future meetings.

F. The Board agrees to give the Association reasonable access to all public records within its jurisdiction. The Board will make available to the Association a copy of the Discussion and Consent Agendas of regularly scheduled Board meetings and will make every attempt to make available the Personnel Agenda and Budget amendments. The Association may make a request for backup material, when available, of specific items from the agendas. The Board will be supplied with copies of communications delivered to all teachers through school mail with the exception of information regarding membership.

G. The teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Religious and political activities of individual teachers will not be carried on during the school day.

H. 1. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Association authorization to deduct membership dues in the Association. Such signed authorization shall be processed by the Association and delivered by the Association with an accompanying list to the Payroll Office by no later than ten (10) work days prior to the effected pay date. Such list and authorizations shall stipulate the name, social security number, date and amount to be deducted each pay date for the balance of pay periods in the school year. Pursuant to such submission, the Board shall deduct from the teacher’s salary check such monies in equal payments beginning the first pay date after proper submission.

2. Such authorization and dues deduction shall continue in effect unless written request by the employee to revoke such authorization is delivered to the Association and the School Board not less than 30 days prior to the effected pay date. The Association will submit the list and signed authorization to the Payroll Office by not later than fifteen (15) days prior to the effected pay date. Such list and authorizations shall stipulate the last date deductions are to be made.

3. The Association shall notify the Payroll Office of any changes in the amount of dues to be deducted with a list as stipulated in paragraph (1.) certi-
fied by the President by no later than September 30.

4. The deductions shall be remitted not less frequently than monthly to the Association. Any list or authorization not submitted in the manner specified in this provision shall be returned to the Association for recalculation, new authorizations and resubmission.

5. The Association shall indemnify and save and hold harmless the Board against any and all claims, demands, suits and any other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of reliance on any lists, notice or assignment furnished by the Association as it applies to this section.

I. Upon appropriate authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for payroll deduction programs currently in effect. Additional programs may be approved according to the following guidelines:

1. Insurance companies desiring payroll deduction must present at least ten (10) completed applications.

2. The insurance company must be rated A or better in A.M. Best Guide to Life Insurance Companies.

3. Payroll deductions should be allowed employees who transfer into Clay County School System who have tax sheltered annuities on a payroll deduction plan.

4. The computer shall be cleared annually of companies having no participants. These companies may qualify for payroll deduction by following guidelines set forth above.

J. When it is necessary for the Association President and/or his/her designee(s) to engage in Association activities directly relating to duties of the Association which cannot be performed other than during school hours, or are the result of an emergency situation, the said representative(s) may apply for Personal Leave without pay as is necessary to perform any such activities. Such leave must be applied for in advance, approved by the principal, and approved by the Personnel Division at least one (1) working day prior to the leave date. Approved leave of this type taken by the Association shall not exceed a total of fifteen (15) days per school year. They shall be deducted in accordance with School Board policies, and shall be limited to four (4) representatives during any school calendar day.

K. 1. Extended Association Leave without pay may be granted to the President of the Association for a period of not less than one school year. Such leave shall be requested at least sixty (60) days in advance of the affected school year.

2. Extended Association Leave without pay may be granted to an officer of the Association or to an employee who is a member of the bargaining unit under the following conditions:
   a. Such employee shall have been designated as an "intern trainee" by the state affiliate or shall
be an officer of the state or national affiliate.

b. Such leave shall be effective for the balance of the school year during which the respective term of office or training period will run.

c. Documentation shall be provided substantiating the member's status and the request of the appropriate affiliate at least sixty (60) days in advance of the affected school year.

3. At the beginning of the next school year, such employee may return from such leave in the same manner as other employees returning from Extended Personal Leave.
ARTICLE V
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

A. The Board expressly reserves without limitation all statutory rights, powers and authority conferred upon it and vested in it, including but not limited to inherent and common law management rights, those rights conferred in the Constitution of the State of Florida, Florida Statutes, regulations of the State Board of Education and by federal laws and regulations.

B. It is the right of the public employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the public employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.
ARTICLE VI

HOURS

A. Teachers will be allowed a duty free lunch period of not less than twenty-five (25) minutes, or for a period of time no less than the regular time scheduled in each school as lunch period for students, whichever is greater. This lunch time will not include the time necessary for teachers to accompany their classes to the cafeteria if so required.

B. 1. The teachers’ work day will be seven (7) hours and fifty (50) minutes. On planning days, the teachers’ work day will be eight (8) hours including one hour of duty-free lunch. The School Board will establish opening and closing times of its schools for both teachers and students. The building principal shall have the discretion to permit teachers to leave the school during the workday for emergency reasons.

2. Flexible Time
When deemed necessary by the Superintendent, beginning and ending times may be altered for individual teachers who volunteer to participate in specific school activities. This paragraph shall not apply to teachers who are provided a supplemental salary for the activity. The total hours for such altered work day shall not be more nor less than the hours specified in VI.B.1. above.

3. Early Dismissals
Upon approval of the Superintendent, a teacher may be excused up to forty-five (45) minutes early for the purpose of attending a local university to take graduate studies or attend in-service training sessions, provided no student contact is lost. This time will not be counted against personal leave.

C. Full faculty meetings in each school will be scheduled bi-monthly provided that such meetings shall be cancelled if nothing constructive is to be offered. Such meetings should be as brief and well-planned as possible. Faculty meetings will be scheduled at least one day in advance. Special faculty meetings may be called in an emergency. All efforts will be made to conclude faculty meetings within the seven (7) hour and fifty (50) minute work day.
ARTICLE VII
PREPARATION TIME

A. 1. High school and middle school teachers will have a preparation/conference time each day equivalent to one (1) class period. This time is in addition to the twenty-five (25) minutes allotted for lunch. Supervised study periods will be considered part of the instructional and supervisory load. Supervisory loads of secondary classroom teachers shall not exceed five (5) class periods in a six (6) period day, or six (6) class periods in a seven (7) period day as long as there is compliance with Article XVII, Class Size.

2. A T. and I. teacher may be scheduled as in paragraph 1. above or to teach two (2) three-hour blocks or five (5) class periods in a six (6) period day depending on student needs. Preparation/conference time may be assigned outside student contact time but during the work day.

B. Elementary teachers will have, whenever possible, thirty (30) minutes of preparation time each day during student contact hours. This period may be planned during the time students are in special classes such as art, music, or physical education.

C. As may be required by the Clay County Beginning Teacher Program, and when deemed necessary by the Support Staff and approved by the principal, the Peer Teacher shall be provided time during the student contact day to perform observations and other duties related to the Beginning Teacher Program which cannot be performed at any other time. Every effort shall be made to select the peer teacher on a voluntary basis.
ARTICLE VIII
PROFESSIONAL DUTIES

A. The administration will make every effort to avoid inequitable assignments of supervisory duties, such as bus loading and unloading.

B. Teachers shall attend two (2) functions during the year when advance notice has been given by the principal or supervisor. Attendance at additional non-paid functions shall be voluntary.

C. Observations of a class by persons other than school administrative/supervisory personnel shall be arranged with the school principal. The principal will consult with the teacher involved and notify him/her of the reason and the time of the observation before granting such permission. This section shall not apply in the case of teacher evaluation.

D. Whenever possible, classrooms in which classes are being held shall be free of unnecessary interruptions by intercommunication systems, maintenance, custodian or construction workers or other disturbances.

E. When possible, teachers will be given advance notice equal to five (5) workdays of classroom cancellations due to changes in activity schedules and assemblies.
ARTICLE IX
WORKING CONDITIONS

A. The Board agrees to make an effort to provide every teacher with a key (where applicable) to each classroom in which he/she teaches, a desk, a storage space (a filing cabinet will suffice), a lockable closet space (when possible), a chalkboard, a collegiate dictionary in every classroom and a copy of the teacher's edition (if available) of the text used in the each course he/she is teaching.

B. Where at all possible the Board will provide in each school, restroom and lavatory facilities exclusively for use of staff, and at least one room, appropriately furnished and ventilated, which shall be reserved for use as a faculty lounge.

C. Parking facilities shall be provided for faculty use at each school.

D. If space is available in the school, it shall be designated as a conference or work room for necessary parent-teacher conferences.

E. When school is not in session, teachers may be given access to the school by arranging such access with the principal, providing such access relates to the performance of teaching duties.

F. Telephone facilities, toll free to the School Board, will be made available to the teachers, as long as official school business is not obstructed.

G. Custodial services shall be provided by the Board.
ARTICLE X
TEACHER FACILITIES, EQUIPMENT & MATERIALS

A. A space in the library will be designated to shelve teacher reference materials.
B. The Board agrees to have supplies and texts available on the first day of school or as soon thereafter as possible.
C. The Board agrees to provide, within budgetary limitations, multi-level and/or multi-text materials in each classroom and grade level.
D. The Board agrees to ensure, within budgetary limitations, that typing, duplicating, stencil and mimeograph, and copying equipment are available to aid teachers in the preparation of instructional materials.
E. Schools are encouraged to form school committees. This committee shall consist of the following:
   1. One teacher for every ten teachers, or major portion thereof, on the school faculty, elected by the school faculty. Each committee shall have not less than two (2) teacher members.
   2. The principal of the school or his designee. The committee shall elect a chairperson and secretary. The committee shall have the responsibility for identifying and discussing problems unique to that school and for recommending to the principal action to be taken to resolve these problems, but shall not have authority to deal with problems specifically assigned to other designated committees. It is mutually agreed that the intent of this committee is to arrive at a solution of these unique school problems as described above, and that the committee shall in no way limit the administrative authority of the Superintendent.
ARTICLE XI
TEACHER'S AUTHORITY AND PROTECTION

A. The Board recognizes its responsibility to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

B. The administration will make a reasonable effort to provide a set of procedures (Code of Student Conduct) for handling discipline problems no later than the first week of school.

C. A teacher may impose customary classroom discipline where necessary in cases of minor infractions and may use such force as is necessary to protect him/herself from attack or to prevent injury to another student.

D. The teacher involved in a student disciplinary case shall be questioned only in the presence of parties involved in the case or involved in the investigation of the case.

E. A teacher may send or escort a student to the office of the principal or dean, or send for assistance when the grossness of the offense, or persistence of the misbehavior makes the continued presence of the student in the classroom intolerable. In such cases, the teacher shall promptly furnish the principal or his designated representative with full particulars on the problem or incident in writing. Once the teacher has been relieved of the responsibility of the student, it shall be the principal's responsibility to take action.

F. Any cases of assault or battery upon the teacher shall be promptly reported to the principal or designated representative. The Board policy provides for the Board to exercise its right to defend teachers to the extent permitted by law.

G. The employee shall be notified in writing when the contents of his/her personnel file are examined by anyone other than the employee or employer.

H. Prior to taking any formal action against a teacher on a basis of a complaint by a parent or student or other individual or inserting any notice thereof in said teacher's personnel file, the matter shall be reported to the teacher in writing. Formal action is considered to have been initiated:

1. At the first disciplinary hearing held by the supervisor or held at a higher level.

2. When documentation of any complaint is inserted in a teacher's file.
   (a) A hearing with the supervisor concerning this formal action may be held upon teacher request.
   (b) A teacher may also request Association representation at such hearings.
ARTICLE XII
GENERAL EMPLOYMENT PRACTICES

A. Discrimination on the basis of age, sex, handicaps, race, religion, national origin, or marital status is prohibited in the employment of personnel.

B. Any teacher employed will be fully certified and shall be assigned only to a position within the scope of his/her teaching certificate. When such fully certified teachers cannot be obtained, a teacher who is fully certified may be assigned to a position outside the scope of his/her certificate, or a qualified substitute may be employed only until such time as a fully certified teacher can be employed.

C. Substitute teachers will be employed for all classroom teachers absent from regular classroom duties, including EH, SLD, and VE, when substitutes are available, and for all elementary P.E., music, and art teachers. Exceptions may be made in programs considered to be "pull-out" such as Chapter I, Compensatory Education, and other Exceptional Student Education programs. In an emergency when a substitute cannot be secured, and all other resources have been exhausted, another teacher may be required to cover classes. The substitute shall provide a written report to the teacher of activities covered during the day. Teachers will provide written lesson plans for the substitute and upon return, will submit a written evaluation of the work performed by the substitute.

D. Nothing in this Article shall prohibit the Superintendent from filling any position on a temporary basis or in accordance with statutes, rules, or regulations.

E. Any reemployed teacher who previously held continuing contract or professional-service contract status in Clay County may assume a professional service contract, if recommended by the Superintendent for such status.
ARTICLE XIII
TRANSFERS

A. For the purpose of this Article, a transfer shall be defined as a change in grade, subject assignment, class, building, or position. However, a form shall be required only in the case of transfer between schools or programs.

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 no sooner than April 1 or later than June 30 in the following manner:
         (1) 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 who wishes to apply to transfer to vacant positions in the same certification area in which he/she is currently employed. However, in the event a school site is closed or a new school site is opened at the beginning of the school year, the identification of surplus personnel and the exclusion of surplus personnel from this phase of the transfer process shall be implemented only at the close of this initial phase. This exception shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph D.1.b. of this article or to any personnel identified for reduction in force in accordance with Article XV (Reduction In Force).
         (2) After the initial two week posting, all vacancies for which surplus (unassigned) teachers are qualified shall be held vacant until these teachers are assigned.
         (3) Vacancies for which teachers returning from an extended leave are qualified shall be held vacant until these teachers are assigned.
         (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 out-of-county qualified candidates from the pool.
   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, vacancies of supplemental positions declared for the next school year shall 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. Such positions shall be held vacant for a period of two (2) weeks for in-school applicants who are qualified. After such posting, if vacancies still exist, the positions shall be posted 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.

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 shall sign the transfer form and forward both copies to the losing principal for his/her signature. The losing principal shall then forward the completed forms to the Personnel Division. If the transfer request
is disapproved by a principal, that principal 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 of the school having the vacancy which is posted 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 bonafide 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. Approval by both the losing and gaining principals 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, the transfer applicant and to the Association.

(4) After filling a vacant position, the principal 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 then the teacher should seek an interview with the principal of the school with the vacancy.

b. At the close of the posting period, the principal 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/ Needs Not Affecting County-Wide Total

1. Identification of Affected Personnel
   a. When a reduction in the allocation of teachers in a school or subject area within a program in a school 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 and Florida 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 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 continuing contract personnel are listed in the paragraph above, the same number of annual contract personnel as the number of continuing contract personnel listed shall be bumped in order of district seniority provided these annual contract personnel have the same qualifications as the listed 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.

2. Placing Unassigned Personnel
   a. Teachers listed for involuntary transfers as indicated in paragraphs D.1.a.b. and c. above shall be placed in vacant positions for which they are qualified in the following order:
      (1) Qualified continuing contract personnel.
      (2) Qualified annual contract personnel.
      (3) Qualified bumped annual contract personnel.
      The placement of these personnel shall be in reverse order of their listing.
   b. 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.

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 the implementation of a new program, but 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.
ARTICLE XIV
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The Association may obtain from the School Board the grade level, subject area, the type of certificate, years of experience, and salary of each teacher employed in the district.

B. All teachers should be given notice of their schedules and assignments for the forthcoming semester no later than the first day of pre-planning for the first semester and January 1 for the second semester. Changes in teachers' assignments or schedules will be made only when unforeseen situations occur.

C. All instructional employment in summer school shall be filled according to the following criteria:
   1. All teachers who apply shall apply for summer school classroom positions which are open at centers affecting their school. Requests to teach summer school shall be presented to the district Personnel Division.
   2. Assignments to such positions in each summer school center shall be made according to the following ranked criteria:
      a. Proper certification and qualifications are held by the employee.
      b. Employee has taught one (1) year in the subject applied for within the past three (3) years or is assigned to teach the subject for the next school year.
      c. Seniority in the district.
      d. Summer school teachers shall not be required to teach less than two (2) hours per day.
      e. Only teachers under contract in the county for the year preceding and for the next year will be considered for summer school employment.
   3. No teacher receiving a poor evaluation during the regular school year will be eligible for summer school employment.
ARTICLE XV
REDUCTION IN FORCE

A. Layoff

1. If a layoff in the number of staff county-wide is determined to be necessary, the Board shall determine the subject areas, programs, or grade levels to be affected and the number of positions to be reduced and will notify the Association of such determinations before implementing such reduction.

2. If a teacher is not recommended for reemployment for the next school year due to the reason of reduction in the number of teaching positions, the following procedures shall apply:
   a. Annual contract teachers shall be the first to be affected after consideration of their educational qualifications, certification, and seniority.
   b. Should the Board have to choose from among its personnel who are on continuing contract or professional service contract as to which should be affected, the order of reduction will be according to seniority and educational qualifications.
   c. Seniority shall be defined as length of uninterrupted service in the district.
   d. For the purposes of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this agreement or law.

3. In the event of layoff pursuant to this Article, leave of absence without pay may be applied for and when approved, granted to any and all teachers affected. These leaves of absence shall not prohibit the teacher from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the teacher. During said leave of absence, such teacher’s seniority will not be affected and his accumulated leave days shall not be cancelled but shall remain credited to him pending his return to a teaching assignment in the district unless such leave has been transferred to another Florida County by request of the teacher.

4. Any teacher who would have qualified for retirement during the reduction-in-force year shall be permitted to teach that year so as to acquire needed service.

B. Recall

1. The Board shall determine the subject areas, programs, or grade levels and the number of positions in which recall will be made and the number of teachers to be recalled.

2. If a vacancy occurs in a bargaining unit position, including newly created positions, laid off employees who hold proper certification to perform the
3. No new teacher shall be hired in a terminated teacher’s subject area or grade level until all fully qualified terminated teachers from that subject area or grade level have been recalled or have declined or failed to accept recall.

4. Each teacher shall notify the district Personnel Division in writing of an address to which a letter or recall may be sent.

5. A letter of recall shall be mailed to the teacher by certified mail, return receipt requested. Enclosed with the letter of recall shall be a list of position(s) which is (are) vacant. Within ten (10) calendar days of the date of the mailing of such letter, the teacher shall notify the district Personnel 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.
ARTICLE XVI
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. 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 Section C of 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. The School Board shall not be responsible to any teacher who fails to submit such request in writing as specified above. The Board shall not be responsible for reinstatement of a teacher to any vacant position except as otherwise provided herein.

3. Teachers who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.

4. "Full-time" as used in this article shall mean six-tenths (.6) or greater allocated position.

B. Short Term Leaves

1. 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.

2. Personal Leave With Pay
   Three (3) days leave per year may be used for the teacher's personal business. Leave of this type is non-cumulative 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".

3. 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.

4. Emergency Leave
   a. Definition
      Emergency leave shall be leave taken for a sudden unexpected happening; an unforeseen occurrence; an act of God.
   b. Emergency Leave With Pay
      One (1) personal 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 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 designee.

5. Court Leaves
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.

6. 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 or her principal and a physician, then forwarded to the Superintendent for his 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 by the end of each month during which such absence occurred. 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 school days during any school year for illness contracted or injury incurred, from such causes as prescribed above.

7. Temporary Duty Elsewhere
Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed expenses.

8. 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 with a copy of the orders attached to such request.

9. Professional Leave
a. Professional leave days with pay while school is in session, when properly requested and approved by the Superintendent or his 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 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 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.

10. Filing Leave
Leave in this Section (B) must be applied for on the authorized forms with attachments if required and submitted to the immediate supervisor. The completed forms 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 forms must be submitted in advance in accordance with the provisions of this Section (B). Leave requests must be filed with the Personnel Division.

C. Extended Leave
1. Leave of this type 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 may be granted to a teacher for up to one year of disability if verified by a physician. Sick leave days which have been earned or have been granted in accordance with the rules of the Sick Leave Bank, may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave on record or granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time 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. Earned sick leave 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**

Any teacher required as a result of the draft or recall to serve in the armed forces of the United States shall be granted leave without pay for such service for a maximum of four (4) years. A teacher returning from such leave shall be returned to employment, without prejudice, providing application for reemployment is filed within six (6) months following the date of discharge or release from active military duty. 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 reemployment. Such teacher shall be returned to his/her former position or to a similar position satisfactory to the teacher for which he/she is fully qualified.

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 reap-
plication, 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 spon-
sored Peace Corps or Job Corps.
c. Participating in foreign exchange teaching pro-
grams.
d. Full-time teaching in his/her subject area in
Department of Defense or Department of State
programs.

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 com-
mence. 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 re-
turned 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 con-
tractual 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 immedi-
ate family. Extended personal leave shall not be
granted for more than two (2) consecutive years.
Leave for this purpose must be supported by appro-
priate documentation and the request must be on file
with the Personnel Division and approved prior to
the effective date of leave.

D. 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.

E. 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 institu-
tion 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 ten (10) con-
secutive years, broken only by an authorized leave
of absence, and who have not received an unsatis-
factory evaluation may apply or be considered for
approval for sabbatical leave. No more than three
(3) 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, 25% 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 25% contract.

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. Any staff member approved for such sabbatical leave shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical, if the staff member fails to abide by the condition of the sabbatical. A contract to this effect shall be signed by the Board and the person affected.
ARTICLE XVII
CLASS SIZE

A. The Superintendent and his staff will annually recommend to the School Board the number of teachers to be assigned to each school.

B. Class size may vary in schools because of local conditions and needs. However, during the first full calendar month of school the Superintendent's staff shall review any circumstances of teachers’ class loads whose enrollment is in excess of those set forth in the 1984-85 Policies, Principles, and Standards for the Accreditation of Elementary, Middle, and High Schools, Southern Association of Colleges and Schools.

C. The Superintendent's staff will annually, in November and February, review with the Association the class load of each classroom teacher. The results of this review will be submitted in writing to the Deputy Superintendent. He in turn, will submit to the Association and the Superintendent these results along with plans to bring the school into compliance with SACS recommendations for the continued accreditation of the school.
A. The policy on teacher evaluation as outlined by the Board shall be adhered to in evaluating teachers. Principals are responsible for the implementation of the evaluation process in accordance with the policy.

B. The Board and the Association recognize that the basic purpose of evaluation is to improve the instruction and the effective operation of the total school system.

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

D. All evaluations shall be concluded prior to making recommendations for reappointments, where applicable, in accordance with state law.

E. Appropriate job descriptions and criteria shall be included in the evaluation policy.

F. The policy shall provide for appropriate classroom observation, shall be done with the teacher’s knowledge and appropriate advance notice. However, the principal retains the right to utilize informal classroom observations without advance notice as part of the evaluation process.

G. Suitable post observation conferences shall be included in the policy. If a teacher disagrees with his/her final evaluation report, he/she may submit a written statement thereon which shall be attached to the evaluation report.

H. Each teacher shall be given a copy of his/her formal evaluation within ten (10) days from the date of completion of same.

I. Each teacher shall have the right to review the contents of his/her personnel file except for employment references pursuant to applicable law.

J. Members of the bargaining unit shall not be required to evaluate another member of the bargaining unit when such evaluation is conducted under the provisions of this article.
ARTICLE XIX
TEACHER DISCIPLINE

Teachers may be disciplined including reprimand, suspension and dismissal only for just cause. Annual contract teachers may be non-renewed as consistent with current law. Oral warnings may be given at the discretion of the principal, but do not constitute official disciplinary action. Such warning must be given in the presence of a witness. There is no restriction on the number of oral warnings a principal may give. An oral warning must precede a written warning advising the employee that they are in danger of or are violating district policy or contract rules. A written warning will not be considered a disciplinary action nor be considered part of the employee's personnel file unless a subsequent written warning was given on the same or like occurrence. Employees may append written warnings with signed statements.
ARTICLE XX
INSERVICE

A. The inservice program shall be reviewed annually by the Teacher Education Center Council acting through the School Board.

B. The Association shall provide the Board with a list of classroom teachers qualified to serve on the TEC Council. Such list shall exceed the number of vacancies by at least twice the number. The Board shall fill vacancies from the list submitted but reserves the right to reject all or any part of any list submitted. Teacher members of the TEC Council shall serve no more than two (2) consecutive terms.

C. There shall be a written evaluation of all workshops and/or inservice programs at the end of such programs by teachers attending. Such evaluations shall be forwarded to the Teacher Education Center Council, Inservice Director, and the Deputy Superintendent, and made available to the Association.

D. Teachers may be required to attend inservice training during regularly established working hours unless it is clearly inappropriate for a particular individual.
ARTICLE XXI
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 work year for teachers shall consist of 196 days, six (6) paid holidays. The following dates shall be the six (6) paid holidays for the 1985-86 school year:

- September 2, 1985 Labor Day
- November 11, 1985 Veteran's Day
- November 28, 1985 Thanksgiving Day
- December 25, 1985 Christmas
- January 1, 1986 New Year's
- March 28, 1986 Good Friday

The annual work 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 1985-86 school year:

- May 26, 1986 Memorial Day
ARTICLE XXII
INSURANCE

A. The Board agrees to pay 100% or up to $550, whichever is less, of the premiums for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each teacher while employed.

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

C. An insurance committee shall be formed one-third (1/3) of which will be association representation. The Director of Classified Personnel/Wages & Benefits shall be the chairperson of the Insurance Committee and will be empowered to vote only upon a tie vote. Additional insurance benefits recommended by the insurance committee established 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. The insurance committee shall review and recommend actions with regard to:

- Bids
- Specifications
- Recommendation on Invitation to Bid
- Bid Tabulations

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance program.
ARTICLE XXIII
SICK LEAVE BANK

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

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

C. Procedures and Audit
The sick leave bank committee shall consult with and comply with procedures developed by the Personnel Division and Business Affairs Division regarding the identifying and recording of contributions. Such recordkeeping and procedures shall be audited by these Divisions to insure compliance with regulations.

D. Bank Rules
1. The sick leave bank shall have a minimum of two hundred fifty (250) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
2. In the event the balance of days on deposit falls below one hundred (100) days during a school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the next 196-day contract year in order to replenish the bank to the level established in D 1 above for reactivation. Any teacher not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (D 2) shall not be returned to the teacher unless the bank fails to be reactivated.
3. Use and Application
   a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury.
   b. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave on record.
   c. Any member wishing to use the bank must have been a member of the bank for at least thirty
(30) working days before contraction of the illness unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent for a minimum of fifteen (15) consecutive work days.

d. No member shall be eligible to draw more than sixty (60) days from the bank during any school year.

e. Any member applying for days from the sick leave bank must file with the committee an application. This application must be accompanied by a doctor’s statement certifying the illness or disability and the necessity for the extended leave. The member must certify in the application the date leave began, the date leave will be exhausted, and the date on which the sick leave bank is requested. The committee reserves the right to request a second medical opinion at the cost of the applicant.

f. No member shall be permitted to use the sick leave bank if he/she is on injury or illness in the line of duty or drawing workers' compensation.

4. Abuse
If a member is found to have abused the use of the sick leave bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.

5. Withdrawal From Sick Leave Bank
Teachers wishing to withdraw membership in the bank shall not have their contributed sick leave days returned.

E. Hold Harmless
The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for teachers to use this sick leave bank.
ARTICLE XXIV
SICK LEAVE CONSERVATION INCENTIVE

A. In recognition of good attendance by teachers, the School Board shall reward any teacher who qualifies in accordance with one of the plans indicated below, such plan to be selected by the teacher in advance of the fiscal year of good attendance. Once a plan is selected by a teacher for a particular fiscal year, no change in choice of the plan will be permitted. The plan and implementation of the plan shall not be subject to the grievance process.

B. In order to qualify, a teacher must be contracted as a full-time regular teacher for the entire school year (196 days) of the specified fiscal year. Such teacher shall not be an Interim Under Contract teacher, teacher on Special Agreement as a Consultant, Substitute or Interim teacher, or teacher on any type of board approved extended leave of absence for any period of time during the specified year.

C. A day of absence or a day of leave shall mean a day of sick leave, personal leave, emergency leave, illness-in-line-of-duty leave, or military leave (unless proof of no available alternative is provided) whether such leave is with or without pay or voluntary or involuntary and shall include absences without duly authorized leave. Perfect attendance shall mean the use of no days of leave as described herein.

D. PLANS
Plan I
Teachers having perfect attendance during a fiscal year (July 1-June 30 including summer school or other contracted assignments) shall receive $300, or

Plan II
Teachers using days of leave as indicated below during a fiscal year (July 1-June 30 including summer school or other contracted assignments) shall receive an amount which corresponds to the use of those days as follows:

<table>
<thead>
<tr>
<th>Days Absent</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$200</td>
</tr>
<tr>
<td>1</td>
<td>$160</td>
</tr>
<tr>
<td>2</td>
<td>$120</td>
</tr>
<tr>
<td>3</td>
<td>$ 80</td>
</tr>
</tbody>
</table>

Plan III
Teachers using days of leave as indicated below during a fiscal year (July 1-June 30 including summer school or other contracted assignments) shall receive an amount which corresponds to the use of those days as follows:

<table>
<thead>
<tr>
<th>Days Absent</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 or 1</td>
<td>$175</td>
</tr>
<tr>
<td>2</td>
<td>$110</td>
</tr>
<tr>
<td>3</td>
<td>$ 75</td>
</tr>
</tbody>
</table>
Plan IV
Teachers using days of leave as indicated below during a fiscal year (July 1-June 30 including summer school or other contracted assignments) shall receive an amount which corresponds to the use of those days as follows:

<table>
<thead>
<tr>
<th>Days Absent</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 or 1 or 2</td>
<td>$150</td>
</tr>
<tr>
<td>3</td>
<td>$ 70</td>
</tr>
</tbody>
</table>
ARTICLE XXV
WORKING 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 work 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, 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 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 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 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.

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 work day. However, the hours in the work week for bargaining unit employees shall not exceed the number of hours of a normal work week.
ARTICLE XXVI
MISCELLANEOUS

A. Admission to School Athletic Events
   Members of the bargaining unit shall be admitted without charge to any school-sponsored home athletic event in which the member's school participates. This provision shall not apply to state athletic playoff events. At all such events, the member shall provide identification substantiating the member's employment at the effected school.

B. Forms for Implementation of Contract
   Forms required for the implementation of any part of this contract shall be comprehensive in design and shall meet MIS standards.

C. Fees for Dues Deduction
   The parties agree that the Association shall reimburse the Board for the cost of bookkeeping, retention, and transmittal of funds for the Association dues deducted by the Board. In lieu of such reimbursement for dues deductions, the Board shall retain the first $100 deducted by the School Board for said dues provided no changes in dues occur after August 15 of the affected school year. If any change in the dues deduction rate is requested by the Association, the Board shall retain an additional $.40 per affected teacher. This fee shall be effective the 1981-82 school year. The Association shall indemnify and save and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board on the account of deducting dues.
ARTICLE XXVII
COMPENSATION

A. Experience
All teaching experience for new hires must be verified. Such experience must be full-time experience in K-12 public schools in the U.S. or under Department of Defense jurisdiction, up to four (4) years in private or parochial K-12 schools accredited by an approved accrediting agency, and/or up to four (4) years of approved active military service. Occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists and for vocational trades instructors shall be granted in accordance with Board policy.

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 1985-86 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to the method of advancement.

E. ROTC instructors shall be placed in accordance with the special provision as indicated in Appendix IV.

F. Any person whose higher degree has been earned after April 15, 1979 and is involuntarily transferred to a position in which he/she is not eligible for degree differential shall not lose such degree differential. However, any such person who volunteers for a position in which he/she is not eligible for a degree differential shall lose any degree differential previously paid.

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 eighty (80) 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 eighty (80) 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 ac-
cumulated sick leave times the daily rate of pay, not to exceed a total of eighty (80) 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 of accumulated sick leave times the daily rate of pay, not to exceed a total of eighty (80) 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 eighty (80) 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 eighty (80) days.
ARTICLE XXVIII
TERM OF AGREEMENT

This Agreement is signed and ratified on 11-19-85. This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 1988. All economic issues shall be retroactive to the beginning of the 1985-86 school year. The parties agree that the Articles pertaining to compensation, supplements, insurance, term of agreement, and any two (2) Articles of the Association's choosing any two (2) Articles of the Board's choosing may be reopened for negotiations for the 1986-87 school year by June 30, 1986, and for the 1987-88 school year by June 30, 1987. Failure to identify the two (2) additional Articles to be reopened each school year as stipulated above will result in effective closure of negotiations for that 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

Catherine W. Grant
President

CLAY COUNTY SCHOOL BOARD

Chairman
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

Page 55
APPENDIX II
CLAY COUNTY SCHOOLS
OFFICIAL GRIEVANCE FORM

Grievant(s) ____________________________ School/Department ____________________________ Position ____________________________ School Year ____________________________

Level I (Immediate Supervisor/County/Wide Supervisor)

<table>
<thead>
<tr>
<th>A. Date of Alleged Grievance</th>
<th>____________________________</th>
<th>Relates to Article(s)</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Statement of Alleged Grievance:</td>
<td>__________________________________________</td>
<td>____________________________</td>
<td></td>
</tr>
<tr>
<td>C. Relief Sought:</td>
<td>__________________________________________</td>
<td>____________________________</td>
<td></td>
</tr>
<tr>
<td>D. I certify the statements made above are accurate and that the grievance rules outlined in the Master Contract have been followed and understood.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Employee(s) ____________________________ Date ____________________________

Level II (Superintendent - Personnel Department)

E. Disposition: Call Personnel Department for Case Number before replying:

<table>
<thead>
<tr>
<th>Date of Formal Meeting:</th>
<th>____________________________</th>
<th>Case No.:</th>
<th>____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Results and Statement of Relief by Supervisor:</td>
<td>__________________________________________</td>
<td>____________________________</td>
<td></td>
</tr>
</tbody>
</table>

Signature ____________________________ Title ____________________________ Date ____________________________

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

Level III (Arbitration)

F. Dates: Hearing Date Notification ____________________________ Formal Hearing ____________________________

| Signature | ____________________________ | Title | ____________________________ | Date | ____________________________ |

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

Level III (Arbitration)

H. Person Making Request ____________________________ Association Rep. (Yes - No) ____________________________

I. Date of Request ____________________________ (Received by Personnel/Superintendent) ____________________________

Page 56
## APPENDIX III

### CLAY COUNTY PUBLIC SCHOOLS

#### APPLICATION TO TRANSFER

### SECTION I

<table>
<thead>
<tr>
<th>1. NAME</th>
<th>2. SOCIAL SECURITY NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. COST CENTER</th>
<th>4. DATE OF APPLICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Mo.)(Dy.)(Yr.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. PRESENT ASSIGNMENT</th>
<th>6. SCHOOL OR DEPT. SOUGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Subject/grade/position)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. ASSIGNMENT SOUGHT</th>
<th>8. CHECK ONLY ONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Subject/grade/position)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SECTION II

#### LOSING SUPERVISOR

<table>
<thead>
<tr>
<th>13. □ APPROVED □ DENIED</th>
<th>Signature</th>
<th>(Mo.)(Dy.)(Yr.)</th>
</tr>
</thead>
</table>

14. If approved, give budget and job locator codes for vacancy created.

<table>
<thead>
<tr>
<th>Cost ctr. fund funct.</th>
<th>Ob.</th>
<th>prog.</th>
<th>proj.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

15. □ APPROVED □ DENIED | Signature | (Mo.)(Dy.)(Yr.) |

16. If approved, give budget and job locator code for position being filled.

<table>
<thead>
<tr>
<th>Cost ctr. fund funct.</th>
<th>Ob.</th>
<th>prog.</th>
<th>proj.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

17. Name of person being replaced

### SECTION III

<table>
<thead>
<tr>
<th>18. □ APPROVED □ DENIED</th>
<th>Signature</th>
<th>(Mo.)(Dy.)(Yr.)</th>
</tr>
</thead>
</table>

19. COPIES TO:

- Association
- □ Losing Principal
- □ Receiving Principal
- □ Applicant

20. □ Board Action | Signature | (Mo.)(Dy.)(Yr.) |

21. □ Budget and Job Codes Verified | (Mo.)(Dy.)(Yr.) |

22. □ Pool-referred | By | initials |

23. □ Regular Transfer Request

24. □ Other | (Mo.)(Dy.)(Yr.) |

25. □ Data Entry | (Mo.)(Dy.)(Yr.) |

MIS-24059
EXP 6/30/86

Page 57
APPENDIX III continued

Instructions: EMPLOYEE (See applicable contract provisions.)

A. Application to Transfer to Posted Position (other than summer pool)
   1. Complete each item of Section I.
   2. Forward copy 3 to the Personnel Division and copy 4 to the Association.
   3. Contact the Receiving Principals/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 items 1-5, 6 (optional), 7-12.
   2. Forward the original, copy 2 and copy 4 to the Personnel Division, and copy 4 to the Association.
   3. After the Personnel 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 that 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 items 15, 16, 17 if approved by you, and item 15 only if denied.
   3. If approved by you, forward both copies to the Losing Principal/Supervisor. If denied by you, forward both copies to the Personnel 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 items 13 and 14 if you approve, and item 13 only if you deny the request.
   2. After you approve or deny the transfer, forward both copies to the Personnel Division.
## APPENDIX IV A

### SALARY SCHEDULE - 1985-86

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Approved Experience</th>
<th>Bachelor's Level Salary Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>0</td>
<td>16,000</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
<td>16,200</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
<td>16,400</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
<td>16,600</td>
</tr>
<tr>
<td>E</td>
<td>4</td>
<td>16,850</td>
</tr>
<tr>
<td>F</td>
<td>5</td>
<td>17,175</td>
</tr>
<tr>
<td>G</td>
<td>6</td>
<td>17,500</td>
</tr>
<tr>
<td>H</td>
<td>7</td>
<td>17,875</td>
</tr>
<tr>
<td>I</td>
<td>8</td>
<td>18,275</td>
</tr>
<tr>
<td>J</td>
<td>9</td>
<td>18,700</td>
</tr>
<tr>
<td>K</td>
<td>10</td>
<td>19,150</td>
</tr>
<tr>
<td>L</td>
<td>11</td>
<td>19,675</td>
</tr>
<tr>
<td>M</td>
<td>12</td>
<td>20,200</td>
</tr>
<tr>
<td>N</td>
<td>13</td>
<td>20,800</td>
</tr>
<tr>
<td>O</td>
<td>14</td>
<td>21,500</td>
</tr>
<tr>
<td>P</td>
<td>15</td>
<td>22,300</td>
</tr>
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<td>Q</td>
<td>16</td>
<td>23,150</td>
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<tr>
<td>R</td>
<td>17</td>
<td>24,000</td>
</tr>
<tr>
<td>S</td>
<td>18 or more</td>
<td>25,000</td>
</tr>
</tbody>
</table>

**NOTE:** 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, 1985.
APPENDIX IV B

SALARIES - SCHOOL PSYCHOLOGISTS AND DEGREE DIFFERENTIALS

A. School Psychologists/12 Months

<table>
<thead>
<tr>
<th>Approved Experience</th>
<th>Salary</th>
<th>Approved Experience</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>26,175</td>
<td>3</td>
<td>27,825</td>
</tr>
<tr>
<td>1</td>
<td>26,725</td>
<td>4</td>
<td>28,375</td>
</tr>
<tr>
<td>2</td>
<td>27,275</td>
<td>5</td>
<td>28,925</td>
</tr>
</tbody>
</table>

Note: School Psychologists shall be assigned a salary step and amount in accordance with the Article on Working Conditions for 11 and 12 Month Instructional Employees.

B. Degree Differentials

1. Classroom Teachers

Degree Differentials shall be as follows:

- Master's Degree: $1200 certificates with effective dates after April 15, 1979 must be earned in the teaching area.
- Specialist Degree: $1700 Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology. Field of School Psychology must be on certificate.
- Doctorate Degree: $1700 Doctorate degree in the field of Counseling or Psychology. Certificate must show field of School Psychology and must reflect Doctorate Level.

2. School Psychologists (12 Months)

- Specialist Degree: $2000 Specialist Degree or equivalent Planned Program in the field of Counseling or Psychology. Field of School Psychology must be on certificate.
- Doctorate Degree: $2200 Doctorate degree in the field of Counseling or Psychology. Certificate must show field of School Psychology and must reflect Doctorate Level.
- Specialist Degree: $1050 Higher degrees in any field. Certificate must show field of School Psychology and must reflect the appropriate level.
- Doctorate Degree: $1500
APPENDIX IV C
SALARIES - MISCELLANEOUS

A. Summer School
1. 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.
2. In the case of curriculum development or other projects, teachers may be paid in accordance with the amount allocated for the project.

B. Adult and Community Education Teachers
Salary (FTE credit course): 1.25 x hourly base rate
base rate = 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.
Salary (Fee base non-credit course): $13.00 per hour (12 or more enrollment)

C. Summer Institute
1. Teacher participation in the 1986 Summer Institute shall be voluntary.
2. Teachers attending the 1986 Summer Institute shall be paid at the rate of $10.00 per hour, other provisions of this Agreement notwithstanding.

D. Other Programs (Other than 310 Agreements)
Teachers employed in other programs beyond the regular workday 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.
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 1985-86, 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, 1985 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 1986 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 V

SALARIES - SUPPLEMENT SCHEDULE

Note: The percent indicated is applied to the base salary (0
group experience, Level A) of the Teachers Salary Schedule.
Salaries are to be rounded to the nearest dollar.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>PERCENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACADEMIC COORDINATORS - (Classroom Teacher Department Heads, ESE Department Heads, and 10 Month Specialists Only) - paid in equal installments.</td>
<td></td>
</tr>
<tr>
<td>Department Head (3-5 teachers)</td>
<td>4.07</td>
</tr>
<tr>
<td>Department Head (6-10 teachers)</td>
<td>4.58</td>
</tr>
<tr>
<td>Department Head (11-16 teachers)</td>
<td>5.09</td>
</tr>
<tr>
<td>Department Head (17-20 teachers)</td>
<td>5.60</td>
</tr>
<tr>
<td>Department Head (21 or more teachers)</td>
<td>6.11</td>
</tr>
<tr>
<td>10 Month Specialist</td>
<td>5.61</td>
</tr>
<tr>
<td>12 Month Specialist</td>
<td>6.73</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
Orange Park High | 7.50
Middleburg High | 6.50
Clay High | 6.50
Keystone Heights High | 6.50

Newspaper Staff
Orange Park High | 4.08
Middleburg High | 2.55
Clay High | 2.55
Keystone Heights High | 2.55

Band Director - High School
Orange Park High | 13.42
Middleburg High | 12.40
Clay High | 12.40
Keystone Heights High | 12.40

Band Director - Middle School | 5.15
Choral Director - High School | 5.15
Choral Director - Middle School | 5.15

Class Sponsors - Freshman Class
Orange Park High | 2.75
All Other High Schools | 2.60

Class Sponsors - Sophomore Class
Orange Park High School | 2.75
All Other High Schools | 2.60

Class Sponsors - Junior Class
Orange Park High | 4.75
All Other High Schools | 4.25

Class Sponsors - Senior Class
Orange Park High | 4.25
All Other High Schools | 3.75
| Co-Curricular Club | 4.08 |
| National Honor Society | 3.06 |
| Student Council | 4.08 |
| "Debate Club" | 3.06 |
| "Director of Junior or Senior Class Plays." | 1.28 |
| (per major production) |
| "Drama" | 3.06 |
| Drill Sponsor | 4.64 |
| Flag Corps Sponsor | 3.11 |
| Majorette Sponsor | 3.11 |
| Safety Patrol - Elementary | 2.04 |
| "District Science Fair Coordinator" | 6.00 |
| "Local School Science Fair Coordinator" | 3.57 |
| "County-Wide Spelling Bee Coordinator" | 1.02 |
| "Academic Coach-Subject Area" | 3.57 |
| Academic Coach-District | 7.50 |
| Computer Education Advisor | 2.55 |

*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.

When approved by the Superintendent or his designee, instructional personnel attending workshops after the normal school day will be paid a stipend of $6.00 per hour.

TEC Council members who are required to meet beyond the normal school day or beyond the required workday, shall receive a supplement equal to that paid for inservice workshops.

**ATHLETICS**

*Athletic supplements for seasonal sports shall be paid in a lump sum upon completion of the activity. A supplement will be prorated if a coach quits prior to completion of the season. No more than three (3) athletic supplements may be paid to a single individual.

Exceptions - Football supplements will be paid as follows:

| 75% at end of playing season |
| 25% for spring practice |

**Athletic Director**

Orange Park High | 20.50 |
Middleburg High | 19.50 |
Clay High | 19.50 |
Keystone Heights High | 18.50 |

**Football, Head (high schools)** | 18.20 |
**Football, Assistant (high schools)** | 9.10 |
**J.V. Football, Head (high schools)** | 9.10 |
**Basketball, Head (high schools)** | 13.60 |
**Basketball, Assistant (high schools)** | 6.82 |
**Basketball (9th Grade)** | 6.82 |
**Baseball, Head (high schools)** | 12.00 |
**Baseball, Assistant (high schools)** | 6.00 |
**Baseball (9th Grade)** | 6.00 |
**Softball, Head (high schools)** | 7.76 |
**Softball (9th Grade)** | 5.15 |
**Track, Head (high schools)** | 7.76 |
**Track, Assistant (high schools)** | 5.15 |
**Cross Country, Head (high schools)...........................................5.15
**Golf, Head (high schools).......................................................4.13
**Wrestling, Head (high schools).................................................7.76
**Wrestling, Assistant (high schools)..........................................5.15
**Volleyball, Head (high schools)...............................................7.76
**Volleyball, Assistant (9th Grade)............................................5.15
**Tennis, (high schools)...........................................................5.15
**Soccer, Head (high schools)....................................................7.76
**Soccer, Assistant (9th Grade)................................................5.15
**Swimming, Head (high schools)................................................7.76
**Intramural Programs Sponsor (Middle School).................................5.15
**Asst. Intramural Program Sponsor (Middle School).........................4.64
**Weightlifting (high schools)..................................................3.11
Cheerleading Coordinator (OPH)................................................5.15
Cheerleading Sponsor - Varsity..................................................4.13
Cheerleading Sponsor - Junior Varsity........................................4.13
Cheerleading Sponsor - 9th Grade (OPH, CH)................................3.62
**Cheerleading Sponsor - Wrestling (OPH)..................................2.65
**Cheerleading Sponsor - Soccer (OPH)......................................2.65