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Clay County School Board and Clay County Education Association, National Education Association Amendment (1992)

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Clay County School Board and Clay County Education Association, National Education Association Amendment (1992)

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Comments

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Amendment

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1992-93 AMENDMENT

CLAY COUNTY SCHOOL BOARD

MASTER CONTRACT

WITH

CLAY COUNTY EDUCATION ASSOCIATION

1991 - 94

	CONTENTS	PAGE
ARTICLE VI	PROFESSIONAL DAY.....	2
ARTICLE VII	PREPARATION TIME.....	3
ARTICLE XII	TRANSFERS.....	4
ARTICLE XV	LEAVES.....	9
ARTICLE XVI	CLASS SIZE.....	17
ARTICLE XX	SCHOOL CALENDAR.....	18
ARTICLE XXI	INSURANCE.....	19
ARTICLE XXII	SICK LEAVE BANK.....	20
ARTICLE XXVII	CONTRACT COMMITTEES.....	22
ARTICLE XXVIII	COMPENSATION.....	24
ARTICLE XXIX	TERM OF AGREEMENT.....	26
APPENDIX IIIA	RECALL PROCEDURES.....	28
APPENDIX IIIB	APPLICATION FOR LEAVE - SHORT TERM MILITARY.....	29
APPENDIX IVA	SALARY SCHEDULE.....	30
APPENDIX IVB	SALARIES - SCHOOL PSYCHOLOGISTS AND DEGREE DIFFERENTIALS.....	32
APPENDIX IVC	SALARIES - MISCELLANEOUS.....	34
APPENDIX IVD	SALARIES - ROTC INSTRUCTORS.....	36
APPENDIX IVE	SALARIES/PROFESSIONAL ASSIGNMENT - ATHLETIC DIRECTORS.....	37
APPENDIX V	SALARIES - SUPPLEMENT SCHEDULE.....	38

ARTICLE VI
PROFESSIONAL DAY

- A. Teachers will be allowed a duty free lunch period of not less than twenty-five (25) minutes, or for a period of time no less than the regular time scheduled in each school as lunch period for students, whichever is greater. This lunch time will not include the time necessary for teachers to accompany their classes to the cafeteria if so required.
- B. 1. Schedule
The teachers' standard scheduled day will be seven (7) hours and fifty (50) minutes per day and the five (5) day standard scheduled week will be thirty-nine (39) hours and ten (10) minutes. On planning days, the teachers' standard scheduled day will be eight (8) hours including one hour of duty-free lunch. The School Board will establish opening and closing times of its schools for both the administration and students which will become the primary schedule.
2. Scheduled Day
The scheduled day for teachers will be determined in advance through mutual agreement between the teacher and the principal. The total scheduled hours shall not be more nor less than the hours specified in VI.B.1. above or as specified in section VI B.3. below.
3. Scheduled Week
- a. A flexible scheduled week for a school faculty may be established in advance but only through mutual agreement between the principal and faculty.
 - b. Through mutual agreement, the principal may establish a flexible scheduled week for an individual teacher when such schedule is established within the parameters set forth in section B.
 - c. A flexible scheduled week may include days with hours which vary from the standard scheduled day in VI.B.1. above but shall not be more nor less than the hours in a standard scheduled week established in VI.B.1. above.
 - d. The flexible scheduled week for a faculty may occur only in a five-day work week.
 - e. The scheduled week for a school faculty shall be submitted to the Superintendent of Schools in writing before such schedule may be implemented.
4. Restrictions
- a. The scheduled day and week for a faculty or for an individual teacher may not interfere with the student contact time, the fairness or consistency of the extra supervisory duties, and must ensure that all professional obligations such as meetings and parent/student conferences are met.
 - b. Teachers who are provided a supplemental salary for an extracurricular activity beyond the student day must conduct such activity after the scheduled day.
 - c. With advance notice, the principal may require the rescheduling of a teacher's day or week to the primary schedule for faculty or similar meetings.
- 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 scheduled day.

ARTICLE VII
PREPARATION TIME

- A. 1. High school and junior high 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. For the purpose of this section, supervised study periods will be considered part of the instructional and supervisory load and will not be considered the preparation/conference time. Supervisory loads of secondary classroom teachers shall not exceed five (5) class periods in a six (6) period day, or six (6) class periods in a seven (7) period day as long as there is compliance with Article XVI, 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. When a teacher serves more than one school per day, preparation time will be scheduled at only one of the itinerant teacher's assigned schools.
- C. As may be required by the Clay County Professional Orientation 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 Professional Orientation Program which cannot be performed at any other time. Every effort shall be made to select the peer teacher on a voluntary basis.

ARTICLE XII
TRANSFERS

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

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, including unassigned teachers identified in Section D.1.a. and b., who wishes to apply to transfer to vacant positions in any certification area in which he/she currently holds certification. Teachers employed on a full year interim contract are excluded from this phase of the transfer process. This shall not be construed as to provide any employment rights to the annual contract personnel identified in accordance with paragraph D.1.a. and b. of this article or to any personnel identified for reduction in force in accordance with Article XIV (Reduction In Force), should these personnel fail to transfer to vacant positions during this phase. (Appendix IIIA, Phase I)
- (2) After the initial two week posting, all vacancies for which teachers who are not employed on a full year interim contract but who are surplus (unassigned) and qualified shall be held vacant until these teachers are assigned. (Appendix IIIA, Phase II)
- (3) Vacancies for which teachers returning from an extended leave are qualified shall be held vacant until these teachers are assigned. (Appendix IIIA, Phase III)
- (4) Vacancies for qualified teachers identified as laid off in Article XIV (Reduction in Force) shall be held vacant until these teachers are assigned. (Appendix IIIA, Phase IV)
- (5) Vacancies remaining after the placement of surplus personnel and personnel returning from leave shall be made available to teachers identified in paragraph D.2.a. including those teachers employed on a full year interim contract who are recommended for employment. (Appendix IIIA, Phase V)
- (6) Vacancies remaining after the placement of surplus personnel and personnel returning from leave shall then be posted and held vacant for a period of two (2) weeks for both qualified in-county personnel who have filed with the Personnel Division a completed transfer request in accordance with district guidelines and qualified candidates from the teacher applicant pool. (Appendix IIIA, Phase VI)
- (7) Current vacancies will also be posted for informational purposes only on July 15. None of the requirements of this Article shall apply to the July 15 posting.
- (8) Any vacancy of a position which is not a regular classroom position and which occurs after June 30 shall be posted and held open for a period of two (2) weeks except in cases that

affect the smooth and continuous operation of the school or department.

b. Vacancies During the School Year

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

2. Supplemental Vacancies

- a. Except where otherwise specified herein, all supplemental positions in a school for the next school year shall be posted within each school for a period of two weeks between April 15 and May 1. Any unfilled secondary supplemental position not unique to that school will be posted for two additional weeks by the school with the opening in all schools in the district. A copy of such posting shall be filed with the Division of Human Resources. After such posting, if vacancies still exist, such vacancies may 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. After this 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. Any unfilled secondary supplemental position not unique to that school will be posted for two additional weeks by the school with the opening in all schools in the district. A copy of such posting shall be filed with the Division of Human Resources.
- c. Community Education and Summer Institute positions shall be posted with other supplemental vacancies, but the two week vacancy requirement shall not apply.

3. Distribution of Posting Notices

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

C. Filling Vacancies - Volunteer Transfers

1. Regular Allocated Positions

- a. Each teacher shall be limited to one (1) volunteer transfer in a two (2) year period except at the discretion of the administration. A teacher wishing to seek a transfer to a posted vacancy for which he/she is eligible and qualified shall proceed in this manner:
 - (1) Obtain a transfer form as set forth in Appendix III from the Personnel Division or the principal and complete and sign the form as directed.

- (2) One copy of the completed request shall be forwarded to the Personnel Division and one copy to the Association. The teacher shall retain the original and one (1) copy.
- (3) If agreement for the transfer is reached between the parties, the gaining principal 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 posted vacancy shall give due consideration to qualified and eligible in-county applicants. No action, formal or informal, with the exception of interviews, may be initiated on the placement of qualified eligible in-county or out-of-county applicants to a posted vacancy prior to the end of the posting period except where otherwise stipulated.
- (2) Due consideration shall be defined as taking into account the results of an interview, certification, experience, professional references, or other bona fide occupational qualifications.
- (3) If a position is filled by a transfer applicant, the decision to select such applicant will be based on qualifications. If qualifications are the same for two (2) or more individuals, then length of service in the district shall determine the priority for consideration. For positions posted after April 1 for the next school year, transfer requests which are made before the last day of the teacher's school year, shall only require approval of the gaining principal before such transfer is submitted to the Personnel Division for final consideration. The losing principal may request a review of any such proposed approval to the Superintendent on the grounds that such approval would be detrimental to the program of the school. Such grounds may include possible loss of accreditation or other such dire program concerns. The grounds for the appeal and input from the gaining principal and teacher will be reviewed. After the close of the school year, 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, 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.
- d. Should a teacher who has an athletic coaching supplemental position wish to resign any coaching position, that individual shall automatically be identified as surplus. Should the principal decide not to advertise the position as a teacher/coach combination, then the teacher identified as surplus from that position may be returned to that position at any time before its posting as a vacancy, as long as the teacher remains qualified. This paragraph will be effective for those teachers who are appointed to their first athletic coaching position after December 15, 1987.

2. Placing Unassigned Personnel

- a. Teachers listed for involuntary transfers as indicated in paragraphs D.1.a.b.c. and d. above shall be placed in vacant positions for which they are qualified in the following order:
 - (1) Qualified continuing contract personnel.
 - (2) Qualified personnel identified in D.1.d. above.
 - (3) Qualified annual contract and bumped annual contract personnel.
 - (4) Qualified full year interim contract teachers identified in B.1.a.(5) above.

The placement of these personnel shall be in reverse order of

their listing.

- b. Continuing contract personnel shall be placed in a position for which they are qualified, or if none is available, in a position considered out-of-field before annual contract personnel are placed.

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 XV
LEAVES

A. Terms

1. Leave granted by the School Board shall be taken by the individual for the purpose for which it was requested and granted. A teacher who is granted sick, extended sick, child care, maternity, illness-in-line-of-duty, or personal leave shall not accept full-time employment while on such leave of absence. This condition may be waived by action of the Board. A teacher who has been absent for 10 consecutive days or for 15 days in a 20 work day period for the same or related cause shall request the appropriate extended leave of absence in accordance with the rules set forth in this Article. Should such teacher fail to provide sufficient documentation to be eligible for the appropriate extended leave, the School Board shall place such teacher on extended personal leave for the balance of the school year. Teachers may be granted up to two (2) consecutive years of extended leave if such request is filed and approved in the manner set forth in this Article.
2. Teachers who want to return from extended leave which terminates at the close of the school year shall notify the Personnel Division in writing by March 1 of the school year for which leave was granted. If leave is granted after March 1, this written notification of the desire to return shall be submitted with the leave request. Upon return from leave which terminates at any time during or at the end of the school year, reassignment to a vacant position will be based on seniority to a vacant position in which he/she is qualified, provided that the teacher holds a continuing contract or professional services contract. The School Board shall not be responsible to any teacher who fails to submit such request in writing as specified above.
3. A request for an extension of an approved extended leave or for a second extended leave in the same school year shall be considered by the Board on a case-by-case basis. Where, in its discretion, the Board determines such repeated leave requests by the teacher are detrimental to the best interests of the students, such leave may be granted only for the remainder of the school year. It will be considered a single leave request when child care leave is requested subsequent to and consecutively taken after maternity leave, if notice is given with the maternity leave request that child care leave will be requested. The Board shall not be responsible for reinstatement of a teacher to any vacant position except as otherwise provided herein.
4. Teachers who are denied leave of any type shall be given the reason(s) and rationale for such denial when action is taken.
5. "Full-time" as used in this article shall mean six-tenths (.6) or greater allocated position.

B. Short Term Leaves

1. As used in this section, one day of short term leave for the purpose of accrual and use shall mean to be the equivalent in hours.
2. Sick Leave
Each teacher employed on a full-time basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household and consequently has to be absent, shall be granted leave of absence for sickness. He/she shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall

thereafter earn one day of sick leave for each month of employment, which shall be credited to him/her at the end of that month and which shall not be used prior to the time it is earned and credited to him/her. Each teacher shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the teacher terminates his/her employment and has not accrued the 4 sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the teacher. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave a teacher may accrue except that at least one half of this cumulative leave must be established within the district. Teachers are responsible for requesting that accumulated sick leave earned in another county be transferred to the district. Transferred sick leave will be posted on the record of the teacher at the rate of one day for each day earned in the district. Before receiving compensation for the time absent on sick leave, teachers shall file an official leave form stating the day or days absent. The administration shall provide this form upon the teacher's return. Teachers shall not be required to state reasons or nature of illness for sick leave. Sick leave must be substantiated by a physician's statement if it is requested either by the principal or the Superintendent, when such administrator has reasonable suspicion that an employee has a problem which relates to attendance.

3. Personal Leave With Pay

Five (5) days leave per year may be used for the teacher's personal business. Leave of this type is noncumulative and chargeable against accrued sick leave. A teacher planning to use a personal leave day or days shall notify and gain the approval of his/her principal using the appropriate form at least twenty-four (24) hours in advance. The teacher shall suffer no loss of pay for such leave and shall not be required to give reasons except that the leave is for "Personal Reasons".

4. Personal Leave Without Pay

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

5. Emergency Leave

a. Definition

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

b. Emergency Leave With Pay

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

c. Emergency Leave Without Pay

Leave days for emergency purposes may be granted without pay.

Leave of this type must be certified in writing on the appropriate form through channels for approval by the Superintendent or his/her designee.

6. Court 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.

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

A teacher shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such illness or injury must be certified by both his/her principal and a physician, then forwarded to the Superintendent for his/her recommendation and submission to the Board for approval or disapproval. Except for worker's compensation claims, a teacher who has any claim for compensation under this section while absent because of illness contracted or injury incurred as prescribed herein shall file a claim 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 (10) school days during any school year for illness contracted or injury incurred from such causes as prescribed above.

8. Temporary Duty Elsewhere

Teachers on Temporary Duty Elsewhere shall receive their regular pay and may be allowed expenses. B. Short Term Leaves

9. Military Leave

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

10. Professional Leave

a. Professional leave days with pay while school is in session, when properly requested and approved by the Superintendent or his/her designee, may be granted to teachers for the purpose of:

(1) Attending and/or participating in professional meetings relating to educational workshops, educational seminars, clinics, or educational conferences in their subject area or area deemed beneficial to the school system by the Superintendent.

(2) Visitation for the purpose of observing instructional techniques or programs in their subject area.

b. Professional leave days with pay when properly requested and approved by the Superintendent or his/her designee may be granted to teachers during pre- and post-planning days for attendance in college courses for the purpose of extending

certificates or for the purpose of earning credit toward being certified in the subject area of teaching responsibility. This request should be filed with the Personnel Division by ten (10) days prior to the post-planning period for leave during post-planning and pre-planning.

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

11. Filing Leave

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

C. 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 or illness of father, mother, husband, wife, or child may be granted to a teacher for up to one (1) year of disability if verified by a physician, or in accordance with CB. Sick leave days which have been earned may be used for this purpose but pay shall not be rendered for any period of time beyond the number of earned sick leave days on record. Sick leave days which have been granted in accordance with the rules of the Sick Leave Bank may be used for this purpose if such leave is granted solely for personal illness; however, pay shall not be rendered for any period of time beyond the number of sick leave days granted by the Sick Leave Bank. Extended sick leave shall be granted only for the period of time of physical disability verified by the physician and a statement from the physician verifying the teacher's ability to return to work must be on file with the Personnel Division prior to reemployment.
3. Maternity Leave
Leave may be granted to a teacher for pregnancy during a period of time from nine (9) months prior to the due date and two (2) months after delivery or for whatever period of time of disability designated by the attending physician, which is directly a result of the pregnancy. A physician's statement shall accompany such request and must verify the dates requested. Sick leave days which have been earned or have been granted in accordance with the rules of the Sick Leave Bank may be used during any portion of this leave during which the physician verifies in writing that the teacher is

disabled, otherwise, maternity leave shall be without pay.

4. Child Care Leave

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

5. Military Leave

a. Any teacher required as a result of the draft, enlistment, or recall to serve in the armed forces of the United States shall be granted extended leave without pay for such service to a maximum of four (4) years. This may be extended at the request or for the convenience of the federal government or upon authorization of the President of the United States. A teacher returning from such leave shall be returned to employment, without prejudice, provided discharge or release is under honorable conditions, and application for re-employment is filed in accordance with the requirements of federal law. The school district shall employ the teacher returning from such leave by not later than thirty (30) days from the date of the teacher's written application for re-employment. Such teacher shall be returned to his/her former position or to a similar position satisfactory to the teacher and for which he/she is fully qualified.

b. Teachers who are members of the National Guard or Reserves who are called to active military service shall be granted extended leave by the School Board. Such leave shall be with full pay and benefits for the first thirty (30) calendar days. For the 1990-92 school years, the School Board shall supplement the individual in an amount necessary to bring his/her total income, inclusive of the total military income, to the level for which he/she was contracted at the time he/she was called to active military duty and shall continue to provide insurance benefits in the same manner as that provided other full time teachers who are on School Board approved extended leave, so long as he/she remains on active duty. A teacher returning from such leave who reapplies to be re-employed in accordance with law, shall be returned to employment without prejudice according to the provisions set forth in law.

6. Extended Professional Leave

A leave of absence for professional improvement, without salary, may be granted for any teacher, upon application, for up to one (1) year and upon reapplication, for up to a second year, for the purpose of:

- a. Engaging in study at an accredited university in his/her subject area or area deemed beneficial to the school system by the Superintendent.
- b. Full-time participation in the federally sponsored Peace Corps or Job Corps.
- c. Participating in foreign exchange teaching programs.
- d. Full-time teaching in his/her subject area in Department of Defense or Department of State programs.
- e. Engaging in study or an activity deemed beneficial to the school system. Such applications shall be subject to approval by the Contract Monitoring Committee. Approved applications shall be forwarded to the Superintendent for final approval and

recommendation to the School Board.

Application for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the date when the leave is to commence. Application for reemployment should be filed at least six (6) months prior to the end of leave. Upon return from such leave the teacher shall be returned to a position which is vacant at the time of return and for which he/she is certified.

7. Extended Personal Leave

There are conditions which make it reasonable for a teacher to be temporarily excused from his/her contractual obligations for personal reasons. Extended personal leave may be granted only for a maximum of one (1) year and must be only for the health and welfare of the teacher or members of his/her immediate family. Extended personal leave shall not be granted for more than two (2) consecutive years. Leave for this purpose must be supported by appropriate documentation and the request must be on file with the Personnel Division and approved prior to the effective date of leave.

8. Fitness for Duty/Medical Examination

- a. If the Superintendent has reasonable suspicion based upon objective factors to indicate an impairment of performance or productivity rendering the employee unable to safely and satisfactorily perform his/her complete duties and responsibilities, the Superintendent may require the employee to submit to a physical, medical or psychiatric examination or other laboratory tests to determine the employee's fitness to perform the complete duties and responsibilities of the employee's position.
- b. Any examination performed under this Article will be performed by a medical physician, psychologist, psychiatrist or laboratory testing facility (where testing for substance abuse) selected by the employee from a list of at least three (3) physicians, psychologists, psychiatrists, or two to five laboratory testing facilities (where applicable) recommended by the district. A copy of the list of laboratory facilities will be provided by the Superintendent to the Association annually and updated accordingly. The written results of the evaluation shall be submitted by the examining physician, psychologists, psychiatrist or laboratory facility to the Superintendent and to the employee. Otherwise, the report will remain confidential. Where the Superintendent receives a medical report that the teacher is infected with or is a carrier of a contagious disease, a medical examination by a public health physician may be required.
- c. If the employee disagrees with medical examination results other than substance abuse tests, the employee may, within five (5) working days of receiving the results of the examination, provide the Superintendent with medical or psychiatric verification from the employee's own physician, psychologist or psychiatrist. An employee may not be reimbursed for the expense of any medical, psychological or psychiatric examination conducted by the employee's own physician, psychologist, or psychiatrist.
- d. The district will be responsible for all expenses incurred from any district-required medical, psychologists, or psychiatric examination performed by a physician or psychiatrist from the district's recommended list. The district will be responsible

for the cost of a confirmation test where initial tests are positive for substance abuse.

- e. If the information revealed by the medical examination(s) indicates that the employee cannot safely and satisfactorily perform the complete duties and responsibilities of the employee's position, the Superintendent shall:
- (1) Determine whether another position is available for which the employee would be qualified and in which the employee can safely and satisfactorily perform the complete duties and responsibilities of the position. If so, the Superintendent shall offer the employee an opportunity to accept a transfer to such position.
 - (2) If no such transfer is available or if the employee declines an offered transfer, and if no reasonable means of accommodation is available, the Superintendent shall file a recommendation with the School Board recommending that the employee be placed on compulsory Extended Sick Leave.
 - (3) When an Employee Assistance Program becomes available, the Superintendent shall consider placement in such program prior to e.(2).
 - (4) Nothing in this Article shall prevent the district from taking disciplinary action in accordance with Article XVIII of this Agreement.
- f. Should the employee's physical or mental impairment be corrected during the term of the employee's compulsory Extended Sick Leave and so certified by the employee's own attending physician, psychologists or psychiatrist, the employee may petition the Superintendent for reinstatement. At this time, the employee will submit to additional examinations under the procedures described in Section C.8.b. of this Article. Based upon the results of the medical examinations, the Superintendent shall file a written recommendation on the petition for reinstatement with the School Board with regard to reinstatement or denial of reinstatement. Should an employee's petition for reinstatement be approved, the reinstatement and reassignment shall be determined in accordance with Section C.1. of this Article.

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 institution of higher education under rules adopted by the Board.
2. Only certificated staff members, who have taught in the Clay County Schools for at least eight (8) consecutive years, broken only by an authorized leave of absence, and who have not received an unsatisfactory evaluation may apply or be considered for approval for sabbatical leave. No more than 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. If the staff member approved for sabbatical leave fails to abide by the conditions for sabbatical leave, the staff member shall reimburse the Board for all salary paid and for the cost of all benefits paid during such sabbatical. A contract to this effect shall be signed by the Board and the person affected.

ARTICLE XVI
CLASS SIZE

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

ARTICLE XX
SCHOOL CALENDAR

A. Association Recommendations

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

B. Authority to Set Calendar

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

C. Emergency Calendar Changes

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

D. Paid Holidays

The annual contract year for teachers shall consist of 196 days, six (6) paid holidays. All new teachers whose employment begins at the start of the school year and who will be enrolled in the Professional Orientation Program shall be employed one (1) additional day prior to the first day for all other teachers. The length of this day shall be determined by the Professional Orientation Program Coordinator. Compensation for this day shall be paid at the rate established in Appendix IVC of the Salary Schedule.

The following dates shall be the six (6) paid holidays for the 1992-93 school year:

September 7, 1992	Labor Day
November 11, 1992	Veteran's Day Observed
November 26, 1992	Thanksgiving Day
December 25, 1992	Christmas Day
January 1, 1993	New Year's Day
April 9, 1993	Good Friday

The annual contract year for eleven (11) month teachers shall consist of 216 days, seven (7) paid holidays. The following date shall be added to the above six (6) paid holidays for eleven (11) month teachers for the 1992-93 school year:

May 31, 1993	Memorial Day
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The annual contract year for twelve (12) month teachers shall consist of 260 days, nine (9) paid holidays. The following dates shall be added to the above seven (7) paid holidays for twelve (12) month teachers for the 1992-93 school year.

July 3, 1992	July 4 Observed
July 6, 1992	July 4 Observed by Modified Calendar
November 27, 1992	Friday after Thanksgiving

ARTICLE XXI
INSURANCE

- A. The Board agrees to pay 100% or up to \$1400, whichever is less, of the premiums for single coverage for the comprehensive hospital-surgical-major medical and group life insurance policy for each full time teacher employed under contract for 60 days or more or for the balance of the school year.
- B. Other health related employee programs may be studied by this committee. Such health related employee benefits may include such health related coverage as may be necessary for portions of the employee assistance program, if established, which may require such coverage. Additional health related employee benefits recommended by this committee shall be at no cost to the Board unless otherwise negotiated. Only this committee shall be utilized in making recommendations to the School Board on matters pertaining to insurance as covered in this article.
- C. Policies shall include benefits in accordance with the terms and conditions as set forth in the master insurance policies as provided by the Board.
- D. 1. An insurance committee shall be formed one third (1/3) of which will be association representation. This committee will meet at least monthly when necessary. The Superintendent shall select the chairperson of the Insurance Committee. Decisions of the committee shall be made by consensus. If consensus cannot be reached a majority vote of the membership will make the decision. The chairperson will be empowered to vote only upon a tie vote.
2. The insurance committee shall review and recommend actions with regard but not limited to:
- Bids
 - Specifications
 - Recommendation on Invitation to Bid
 - Bid Tabulations
 - Monthly Insurance Experience Rating Reports

The Board does not relinquish or delegate any authority or responsibility as mandated by laws pertaining to bidding or employee group insurance or health related programs.

ARTICLE XXII
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. Terms

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

C. Membership

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

D. Procedures and Audit

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

E. Bank Rules

1. The Sick Leave Bank shall have a minimum of two hundred fifty (250) days on deposit before being activated. At no time shall the balance of days on deposit fall below zero (0).
2. In the event the balance of days on deposit is below two hundred (200) days at the start of the school year, all participating members shall contribute one (1) additional day during the first thirty (30) working days of the 196-day contract year in order to replenish the bank to the level established in E. 1. above for reactivation. If the balance of days on deposit falls below one hundred (100) days during the school year, all participating members shall be asked to contribute one additional day to the Sick Leave Bank. Exception: Sick Leave Bank members who have drawn from the bank during the current school year and who have no accumulated sick leave shall be required to contribute the additional day as soon as a sick leave day is available under normal earning of sick leave. Any teacher not contributing under this provision shall be considered to have dropped his/her membership and shall not have his/her previously contributed days returned. The one (1) day contributed under this section (E. 2.) shall not be returned to the teacher unless the bank fails to be reactivated.

3. Use and Application

- a. Sick leave drawn from the bank by participating members must be used for said members' prolonged personal illness, accident, or injury. An illness or injury shall be considered prolonged (1) where there is no reasonable expectation that the teacher will be physically able to return to employment within 3 months of the date of application to draw Sick Leave Bank days or (2) where due to unexpected complications, the injury or illness causes the member to be physically disabled for 3 or more months after the requirements of 3b and 3c (below) are met.
- b. No member shall be eligible to use the bank until he/she has exhausted all accumulated sick leave on record.
- c. Any member wishing to use the bank must have been a member of the bank for at least thirty (30) working days before contraction of the illness unless waived in the case of extreme emergency by the committee. In addition, the member must have been absent for a minimum of fifteen (15) consecutive work days.
- d. Any member applying for days from the Sick Leave Bank must have filed an application with the Board or Extended Sick Leave that has been received by the Personnel Office and approved pending Board action. Written notification to the Sick Leave Bank Committee will be made within 3 working days of the Personnel Office approval or disapproval.
- e. Any member applying for days from the Sick Leave Bank must file with the committee an application. This application must be accompanied by a form filled out by the doctor which certifies the illness or disability and the length of anticipated physical disability. The member must certify in the application the date leave began, the date sick leave will be exhausted, the date on which the Sick Leave Bank is requested, and the necessity for the extended leave. The committee reserves the right to request a second medical opinion at the cost of the applicant.
- f. No member shall be permitted to use the Sick Leave Bank if he/she is on injury or illness in the line of duty leave or drawing workers' compensation.
- g. No member shall be eligible to draw more than sixty (60) days from the bank during any school year.

4. Abuse

- a. If a member is found to have abused the use of the Sick Leave Bank, he/she shall repay the days drawn from the bank and be subject to such other disciplinary action as determined by the School Board.
- b. The Sick Leave Bank Committee may review medical reports filed with the Superintendent's Office in accordance with the Leaves Article concerning the applicant's condition requiring sick leave bank days.
- c. The Sick Leave Bank Committee reserves the right of periodical medical review of the applicant's condition which may include a second opinion.

5. Withdrawal From Sick Leave Bank

Teachers wishing to withdraw membership in the bank shall not have their contributed sick leave days returned.

F. Hold Harmless

The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board for the purpose of granting this procedure for teachers to use this Sick Leave Bank.

ARTICLE XXVII
CONTRACT COMMITTEES

A. Committee On Supplements

A committee shall be formed composed of school principals selected by the Superintendent, and teachers selected by the association. These members shall be representative of each level and shall review the issue of supplements during the 1992-93 school year. This committee will identify by October 1 a date for its first meeting and will report on its progress to the bargaining teams by March 1. This committee will review, among other issues, the classifications of supplements and the philosophy relative to each classification, responsibilities for each supplemental position, criteria for qualifications and selecting personnel for the positions, salary levels for supplemental positions, and criteria for adding or deleting supplemental positions.

B. Special Education Study

A committee of teachers, including EH and Varying Exceptionalities teachers, selected by the Association, and of administrators, including principals from each level and district instructional and other administrators selected by the Superintendent, and the Director of ESE, shall review problems and their solutions which are unique to teaching EH and Varying Exceptionalities students, including the problem of burnout. Such study shall include the review and development of alternative curriculum models, certification models, add-on certification, and financial rewards as indicated in the CCEA/CCSB 1992-93 Issue Identification document. Recommendations relative to these issues will be made by this committee to the bargaining teams by the end of the 1992-93 school year.

C. Accountability

At least 40% of the School Advisory Council in each school will consist of teachers. The teachers representing the faculty will be elected by secret ballot. The election will be conducted by the principal and an Association representative. The duties of the Council shall be determined by School Board Policy and Florida Statutes.

D. School Committee

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

E. Salary Structure Committee

A joint committee of the Association and the School Board shall meet prior to January 7, 1992, to consider structural issues related to the teacher salary schedule. This committee shall be composed of the

Association President and three Association designees, and the Assistant Superintendent for Human Resources, and three designees of the Superintendent.

F. Summer School Pilot Study

A joint committee of Association and administration representatives will meet no later than October 1, 1992, to review data from the summer school pilot program, develop an action plan, and make recommendations, then report by January 31, 1993, to the Contract Monitoring Committee.

ARTICLE XXVIII
COMPENSATION

A. Experience

1. All teaching experience for new hires must be verified. Such experience must be full-time experience and gained in schools that are accredited by an approved accrediting agency. This experience may include experience in PreK-12 public schools in the U.S. or under Department of Defense jurisdiction; experience for up to four (4) years in private or parochial PreK-12 schools; and up to four (4) years teaching experience in colleges or universities accredited by the state department of education or an approved regional accrediting agency, excluding adjunct teaching or teaching performed while attending the college or university as a student. Beginning with the ratification of the 1992-93 contract, full-time experience as a pre-kindergarten or kindergarten teacher in a school where the primary focus is pre-kindergarten or kindergarten may only be approved when such school is under the jurisdiction of and funded by the state department of education.
2. Full-time experience on the salary schedule may also be approved in accordance with Board policy for occupational experience as appropriate for occupational therapists, physical therapists, speech clinicians, social workers, media specialists and for vocational trades instructors and for up to four (4) years of approved active military service.
- 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 1992-93 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 one hundred twenty (120) days, and shall be established as outlined in 1-5 below. Unless payment is upon death of individual, the person must be eligible for retirement and retirement papers must be completed, signed and approved. In addition, the teacher must have been:

1. Employed as a teacher for up to three (3) years in Clay County, in which case the terminal pay shall be at the rate of 35% times the number of days of accumulated sick leave times the daily rate of

- pay, not to exceed a total of one hundred twenty (120) days, or
2. Employed as a teacher for more than three (3) years but not more than six (6) years in Clay County, in which case the terminal pay shall be at the rate of 40% times the number of days accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 3. Employed as a teacher for more than six (6) years but not more than nine (9) years in Clay County, in which case the terminal pay shall be at the rate of 45% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 4. Employed as a teacher for more than nine (9) years but not more than twelve (12) years in Clay County, in which case the terminal pay shall be at the rate of 50% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days, or
 5. Employed as a teacher during and after the thirteenth (13th) year in Clay County in which case the terminal pay shall be at the rate of 100% times the number of days of accumulated sick leave times the daily rate of pay, not to exceed a total of one hundred twenty (120) days.
- J. The Superintendent is authorized to offer an alternate salary schedule when he/she deems it necessary only for the purpose of recruiting for less than full time positions in Speech Pathology, Emotional Handicapped, Occupational Therapy, or Physical Therapy and only to a teacher whose position will be in such critical shortage area. Such alternate schedule will be 1.15 times the hourly equivalent of the appropriate bachelors salary schedule step plus degree differential, if applicable. Teachers contracted under such schedule shall be exempt from the provisions of Article VII, sections A and B (preparation time) and Article VI, sections A and B1 (duty free lunch).

ARTICLE XXIX
TERM OF AGREEMENT

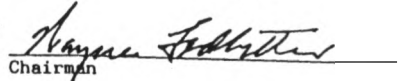
This Agreement is signed and ratified on October 22, 1992.
This Agreement shall be effective from the date of ratification and shall continue in effect through June 30, 1994. All economic issues shall be retroactive to the beginning of the 1992-93 school year. The parties agree that the articles pertaining to compensation, supplements, insurance, term of agreement, any two (2) specific issues of the Association's choosing and any two (2) specific issues of the Board's choosing, any contract committee reports, issues directly related to the Modified School Calendar and any waivers and approvals agreed to by the Contract Monitoring Committee may be reopened for negotiations for the 1993-94 school year by March 1, 1993. Failure to identify the issues to be reopened as stipulated above will result in effective closure of negotiations for 1993-94. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

CLAY COUNTY EDUCATION ASSOCIATION

CLAY COUNTY SCHOOL BOARD



President



Chairman

A P P E N D I C E S

APPENDIX III A

CLAY COUNTY SCHOOL BOARD
RECALL PROCEDURES

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

PHASE I

IN - COUNTY TRANSFERS: Applies only to transfers in which an individual is seeking to change his/her school or cost center in an assignment area for which that person is PRESENTLY CERTIFIED.

NOTE: THE FIRST TWO WEEK POSTING OF A VACANCY IS NOT OPEN TO PERSONS LISTED ON THE LAYOFF LIST, THE HOLD FOR FUNDING LIST, OR TO FULL YEAR INTERIMS.

PHASE II

INVOLUNTARY TRANSFER LIST: Applies only to persons listed on the Involuntary Transfer List and consideration is determined in the following priority order:

1. Continuing Contract Infield
2. Continuing Contract Out of Field
3. Annual Contract Infield

NOTE: According to the Master Contract, in a year NOT affected by layoff, out-of-field Continuing Contract personnel who are listed for involuntary transfer would be placed under this phase. In a year in which we ARE initiating layoff, these people would not be identified in this Phase. Full Year Interims are not eligible for this phase. NOTE: Surplus personnel have priority for placement back in the school in which they were identified, in the event a vacancy becomes available in that school in a field in which they are certified.

Full Year Interims: See Phase V

PHASE III

RETURN FROM LEAVE LIST: Applies only to people identified on the Request to Return From Leave List in the following priority, as indicated on the list itself:

1. Continuing Contract Infield.
2. Annual Contract Infield.

NOTE: Persons returning from leave who have less seniority in their area than persons originally identified to be laid off will be added to the Layoff List and will return under Phase IV or V.

Continuing Contract personnel who are out of field: see Phase V.

PHASE IV

LAYOFF LIST: Applies only to people identified on the Layoff List in the following priority: (as reflected on the Layoff List.)

1. Continuing Contract Infield.

NOTE: Continuing Contract personnel out of field and all Annual Contract personnel on this list: see Phase V.

PHASE V

OTHER: Applies to personnel as reflected on the appropriate lists: either Request to Return From Leave, Layoff, Full Year Interim or Day by Day Interim (99 days or more). Consideration is given in descending priority:

1. Continuing Contract Out of Field (Return From Leave List)
2. Continuing Contract Out of Field (Layoff List)
3. Annual Contract Infield (Layoff List)
4. Annual Contract Out of Field (Layoff List with prior out of field requirement(s) satisfied)
5. Full Year Interims or Day by Day Contract (99 days or more)
6. All other Annual Contract Out of Field

PHASE VI

REGULAR IN-COUNTY TRANSFERS AND QUALIFIED NEW CANDIDATES: Applies to qualified In-County Transfers (other than those listed on the involuntary list or Layoff List identified in Phase I) and qualified new candidates.

APPENDIX III B
APPLICATION FOR LEAVE - SHORT TERM MILITARY

CLAY COUNTY SCHOOLS

APPLICATION FOR LEAVE

SHORT TERM MILITARY

I Instructions

INSTRUCTIONAL AND ADMINISTRATIVE EMPLOYEES:

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

II Request

Please complete information requested.

Name _____ Position _____
Date _____ School/Department _____
Number of Hours Requested _____ Social Security No. _____
Date(s) of Leave: Commencing: _____ Time: _____ A.M. _____ P.M.
Ending (Last Day of Leave): _____ Time: _____ A.M. _____ P.M.
Date Returning: _____ Time: _____ A.M. _____ P.M.

III Leave Information

Directions: Please complete the information requested below:

a. _____
Destination/Location
b. _____
Purpose/Reason

IV Employee Signature

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

Signature of Employee _____ Date _____

V Unit Commander

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

Commander of Reserve/National Guard Unit _____ Date _____

VI Approval

Signature of Supervisor _____ Date _____
Signature of Superintendent _____
Date _____ Note: _____

RECEIVED

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

APPENDIX IV A
SALARY SCHEDULE - 1992-93

A. Regular Bachelor's Schedule

Step	Years of Approved Experience	Bachelor's Level Salary Amount
A	0	20,400
B	1	20,700
C	2	21,000
D	3	21,350
E	4	21,700
F	5	22,075
G	6	22,475
H	7	22,925
I	8	23,475
J	9	24,025
K	10	24,675
L	11	25,350
M	12	26,050
N	13	26,800
O	14	27,550
P	15	28,400
Q	16	29,300
R	17	30,800
S	18	32,600

Longevity Step 1: (see below) 20-25* Add \$800 to Step S
 Longevity Step 2: (see below) 26* Add \$1200 to Step S

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, 1992.

B. Longevity*

An amount as specified above shall be added to Step S of the salary schedule for returning Clay County teachers who have the minimum number of approved years of experience in Clay County as stipulated below and who have the total years of approved experience as indicated in the above schedule.

For 1992-93 the minimum required Clay County experience: 4 years.

For 1993-94 the minimum required Clay County experience: 5 years.

For 1994-95 the minimum required Clay County experience: 6 years.

For 1995-96 the minimum required Clay County experience: 7 years.

For 1996-97 the minimum required Clay County experience: 8 years.

C. 1992-93 Bonus

A \$650 bonus for teachers with 19 years of approved experience who are at the maximum of their salary range shall be payable on December 15, 1992 to regular certificated personnel covered under this contract in the schedule in Appendix IVA who qualify in proportion to the percentage of each employee's position allocated on December 15, 1992 as follows:

1. Those who were contracted and paid as Clay County School District certificated employees during the 1991-92 school year, and
2. Those who are employed and contracted as Clay County School District teachers and who have 19 years of approved experience occurring prior to June 30, 1992, and

3. Those who are employed and paid under regular contract on the December 15, 1992 pay date.

Teachers who were under contract as Clay County School District certificated employees during the 1991-92 school year, and who are on extended leave during 1992-93 but who are employed during the first two weeks of December or who received a check on December 15 will receive the bonus on December 15; otherwise, teachers on extended leave of absence must have earned 99 days of contract salary during 1992-93 and will be paid the bonus on June 10, 1993.

APPENDIX IV B
SALARIES - SCHOOL PSYCHOLOGISTS AND DEGREE DIFFERENTIALS

A. School Psychologists/12 Months

School Psychologists on 261 day contract will be paid a salary prorated on the teacher salary schedule in Appendix IVA.

B. School Psychologists/11 Months

Returning School Psychologists on 216 day contract will be paid a salary prorated on the teacher salary schedule in Appendix IVA. The step assigned will be based on the 216 day prorated salary which is the closest to but not less than the 1991-92 216 day salary amount less degree differential or on the total years of experience in accordance with the Article on Employment Conditions for 11 and 12 Month Instructional Employees, whichever is greater.

C. Other Factors

1. 12 month and new 11 month School Psychologists shall be assigned a salary step and amount in accordance with the Article on Employment Conditions for 11 and 12 Month Instructional Employees.

D. Degree Differentials

1. Instructional Personnel

Degree Differentials shall be as follows:

		For Classroom Teachers:
Master's Degree:	\$1500	} Master's or higher certificates
(Classroom Teachers Only)		} with effective dates after April
		} 15, 1979 must be earned in the
		} teaching area.
Specialist Degree:	\$2000	} For School Psychologists:
Doctorate Degree:	\$2200	} Specialist or higher certificates.
		} Certificate must show field of
		} School Psychology and must reflect
		} appropriate level (Specialist or
		} Doctorate). Specialist Level: Must
		} hold Specialist Degree or equivalent
		} Planned Program in the Field of
		} Counseling or Psychology. Doctorate
		} Level: Doctorate degree must be in
		} the Field of Counseling or
		} Psychology.
		For Classroom Teachers:
Master's Degree:	\$ 800	} Master's or higher certificates
(Classroom Teachers Only)		} in any field.
		For School Psychologists:
Specialist Degree:	\$ 900	} Specialist or higher degrees in any
		} field.

Doctorate Degree: \$1100 } Certificate must show field of
School Psychology and must reflect
the appropriate level.

Note: The instructional personnel degree differentials are based on a 196-day contract. The degree differentials will be pro-rated as needed based on the actual number of contract days. Degree differentials for school psychologists apply to specialist and doctorate degrees only.

2. If a Classroom Teacher or School Psychologist is eligible for both in-field and out-of-field degree differentials then the degree differential resulting in the highest rate of compensation will be paid. It is the responsibility of the individual claiming eligibility for degree differential compensation to supply all information required by the Personnel Office to establish eligibility.

APPENDIX IV C
SALARIES - MISCELLANEOUS

- A. Summer School Compensation
Classroom teachers working during the summer break shall be paid at the same rate of pay as during the school year preceding the summer term and will remain in effect until the completion of summer school.
- B. Other Compensation
In the case of in-service workshops, curriculum development, or other projects approved as part of a grant, entitlement, or intergovernmental agreement, teachers may be paid in accordance with the amount allocated for the project, grant, or agreement.
- C. In-service Workshops
1. When approved by the Superintendent or his/her designee, instructional personnel attending workshops after the normal school day will be paid a stipend of \$6.00 per hour, except as otherwise provided in this contract.
 2. TEC Council members who are required to meet beyond the normal school day or beyond the scheduled day, shall receive a supplement equal to that paid for in-service workshops.
- D. Summer Institute
1. Teacher participation in the 1993 Summer Institute shall be voluntary.
 2. Teachers attending the 1993 Summer Institute shall be paid at the rate of \$10.00 per hour, other provisions of this Agreement not withstanding.
- E. New Teachers
All new teachers whose employment begins at the start of the school year, who will be enrolled in the Professional Orientation Program, shall be paid at the rate of \$10.00 per hour for their participation in the one (1) day workshop prior to the first day for teachers.
- F. Other Programs (Other than 310 Agreements)
Teachers employed in other programs beyond the scheduled day or during the summer shall be paid as follows:
1. Regularly contracted teachers in Clay County - hourly rate based on their 196-day contract salary.
 2. Teachers not under regular contract in Clay County - hourly rate based on the beginning (0 years) salary on the adopted teacher salary schedule.
 3. Regularly contracted teachers in Clay County may be assigned on a volunteer basis the responsibility of utilizing their scheduled unassigned preparation period as defined in Article VII, sections A and B for the purpose of covering classes of teachers who are absent. Such teachers shall be paid an additional salary of \$10.00 per hour. All efforts shall be made by the administration to secure regular substitute teachers in such instances.
- G. Adult and Community Education Teachers
1. Teachers of FTE Credit Courses and of Lifelong Learning Courses Which Require Certificated Teachers

Hourly base rate based on the 196 day contract salary for regularly contracted teachers in Clay County or the beginning (0 year) salary on the adopted schedule for teachers not under regular contract in Clay County. Teachers who have retired from the Clay County School System shall continue to receive the base rate based on their last 196-day contract salary (minus supplements) or the beginning (0 year) salary on the adopted schedule for teachers, whichever is greater. Effective July 1, 1991.

2. Teachers of Lifelong Learning Courses Not Requiring Certificated Teachers
\$15.00 per hour
3. Teachers of Fee Base Noncredit Courses (12 or more enrollment)
\$ 8.00 per hour
\$10.00 per hour
\$12.00 per hour
\$15.00 per hour
4. Teachers working in an adult and community education program during a summer term shall be paid at the same rate of pay established in this subsection which was in effect during the school year preceding the summer term and will remain in effect until the completion of summer school.

APPENDIX IV D
SALARIES - ROTC INSTRUCTORS

- 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 1992-93, or
 - 2. (a) The annual (12-month) salary submitted by the U.S. Navy based on the active duty pay less the retired pay valid as of August 1, 1988 for those ROTC personnel employed as of September 1, 1982, provided there is no break in service with Clay County, or
 - (b) 10/12 of the annual salary submitted by the U.S. Navy based on the active duty pay less the retired pay for those ROTC personnel employed subsequent to September 1, 1982 and those ROTC personnel who break service in Clay County and are reemployed subsequent to September 1, 1982.
- C. If 10/12 of the annual pay as reported by the Navy (school amount) ever exceeds the annual pay actually rendered by the School Board, the contract and pay of the affected person identified in subparagraph B2(a) above shall be changed to reflect 12/12 of that reported by the Navy prorated from the effective date. This paragraph shall have no force or effect for those personnel identified in subparagraph B2(b) above.
- D. Summer school employment for 1993 will be contingent on need and pay will be in addition to that agreed upon in Item B above. Summer pay will be based on the established rate at the time of the summer contract in the same manner as figured in Step B above and this additional time will be reported to the Navy as such.
- E. All vouchers will be co-signed by the County Office and all checks for reimbursement will be sent directly to the Office of the Superintendent. The Navy shall be notified of this by the officers of the school NJROTC units.

APPENDIX IV E
SALARIES/PROFESSIONAL ASSIGNMENT - ATHLETIC DIRECTORS

- A. 216 day contracts will be issued in accordance with laws governing teacher contracts. The salary shall be as provided below.
- B. The athletic director may be paid up to three (3) athletic supplements (at 196 day rate) as provided in Appendix V, if classes requiring planning and evaluation are not assigned in accordance with Section C below. Up to two (2) athletic supplements may be paid if classes requiring planning and evaluation are assigned in accordance with Section C below.
- C. The principal of the high school at which the athletic director is located may assign a teaching load of up to four (4) classes requiring planning and evaluation. For 1992-93 only, at least one-half of these assigned classes must require planning and evaluation. Preparation/Conference time as provided under Article VII shall not be compensable time under the terms of this section. \$1000 shall be deducted from the contract salary of the athletic director for each of these classes not assigned.
- D. Salary Schedule - Bachelor's Degree
(Higher Degree Differential - See Appendix IVB, Section D)

<u>Step</u>	<u>Years of Approved Experience</u>	<u>216 Days</u>
A	0	26482
B	1	26812
C	2	27143
D	3	27529
E	4	27914
F	5	28328
G	6	28768
H	7	29264
I	8	29870
J	9	30477
K	10	31198
L	11	31937
M	12	32708
N	13	33535
O	14	34361
P	15	35298
Q	16	36290
R	17	37943
S	18	39927

Longevity Step 1: (see below) 20-25* Add \$882 to Step S
 Longevity Step 2: (see below) 26+* Add \$1322 to Step S

NOTE: Athletic Directors shall be assigned a salary step in accordance with the Article on Compensation and in accordance with approved experience occurring prior to June 30, 1992.

- B. Longevity*
 An amount as specified above shall be added to Step S of the salary schedule for returning Clay County athletic directors who have 8 or more years of experience in Clay County and who have the total years of approved experience as stipulated above.

APPENDIX V
SALARIES - SUPPLEMENT SCHEDULE

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

TYPE	PERCENT
ACADEMIC COORDINATORS - (Classroom Teacher Department Heads, ESE Department Heads, and Specialists Only) - paid in equal installments.	
Department Head (3-5 teachers).....	4.50
Department Head (6-10 teachers).....	5.00
Department Head (11-16 teachers).....	5.50
Department Head (17-20 teachers).....	6.00
Department Head (21 or more teachers).....	6.50
10 Month Specialist.....	5.61
11 Month Specialist.....	6.18
12 Month Specialist.....	7.47
Occupational Therapist.....	10.00
Physical Therapist.....	10.00
Speech Clinicians.....	10.00

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, Middleburg High.....	7.50
Clay High, Keystone Heights High.....	6.50
Junior High School.....	6.50

Newspaper Staff

Orange Park High, Middleburg High.....	4.08
Clay High, Keystone Heights High.....	2.55
Junior High School.....	2.50

Band Director

Orange Park High, Middleburg High.....	13.42
Clay High, Keystone Heights High.....	12.40
Junior High School.....	7.50

Choral Director - High School.....

5.15

Choral Director - Junior High School.....

5.15

Class Sponsors - Sophomore Class

Orange Park High, Middleburg High.....2.75

All Other High Schools.....2.60

Class Sponsors - Junior Class

Orange Park High, Middleburg High.....4.75

All Other High Schools.....4.25

Class Sponsors - Senior Class

Orange Park High, Middleburg High.....4.25

All Other High Schools.....3.75

Co-Curricular Club.....

4.08

Student Council.....

4.08

Junior High Student Council.....

3.60

*Debate Club.....

3.06

*Director of Junior or Senior Class Plays.....

1.28

(per major production)

*Drama.....	3.06
*Junior High Drama.....	3.06
Drill Sponsor.....	4.64
Flag Corps Sponsor.....	3.11
Majorette Sponsor.....	3.11
Safety Patrol - Elementary.....	2.04
Junior High Activities Program Coordinator.....	12.00
Future Educator Club.....	2.75
National Honor Society.....	3.06
National Junior High Honor Society.....	3.06
*District Science Fair Coordinator.....	6.00
*Local School Science Fair Coordinator.....	3.57
*County-Wide Spelling Bee Coordinator.....	1.02
Computer Education Advisor.....	2.55
CORE Team Leader(Secondary).....	2.75
Drop Out Prevention Coordinator.....	4.50
*Academic Coach-School.....	5.40
Academic Coach-District.....	7.50
Peer Teacher.....	6.00
Support Peer Teacher.....	4.00
*Directing Teacher of School Interns.....	3.00

*The supplement will be paid upon completion of the activity and written recommendation of the principal. Any production must be performed before the public and will consist of a full length play.

ATHLETICS

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

Exceptions - Football supplements will be paid as follows:
75% at end of playing season
25% for spring practice

2. Athletic Coach Certification: All Head Coaches and Athletic Directors must possess state certification endorsement from the State of Florida as Athletic Coach by 1992-93.

**Football, Head (high schools).....	18.20
**Football, Head (junior high schools).....	10.00
**Football, Assistant (junior high schools).....	9.10
**Football, Assistant (high schools).....	9.10
**J.V. Football, Head (high schools).....	10.00
**Basketball, Head (high schools).....	13.60
**Basketball, Assistant (high schools).....	6.82
**Basketball (junior high schools).....	6.82
**Basketball (9th Grade) - KHS, CHS.....	6.82
**Baseball, Head (high schools).....	12.00
**Baseball, Assistant (high schools).....	6.00
**Baseball, (junior high schools).....	6.00
**Baseball (9th Grade) - KHS, CHS.....	6.00
**Softball, Head (high schools).....	12.00

**Softball, (junior high).....	6.00
**Softball (9th Grade) - KHS, CHS.....	6.00
**Track, Head (high schools).....	7.76
**Track, Assistant (high schools).....	5.15
**Track (junior 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) - KHS, CHS.....	5.15
**Volleyball (junior high schools).....	5.15
**Tennis, (high schools).....	5.15
**Soccer, Head (high schools).....	7.76
**Soccer, Junior Varsity.....	5.15
**Soccer, Assistant (9th Grade) - KHS, CHS.....	5.15
**Swimming, Head (high schools).....	7.76
**Intramural Programs Sponsor (Junior High School).....	5.15
**Asst. Intramural Program Sponsor (Jr. Hi. Sch.).....	4.64
**Weightlifting (high schools).....	3.11
Cheerleading Sponsor - Varsity.....	5.15
Cheerleading Sponsor - Junior Varsity.....	5.15
Cheerleading Sponsor - Junior High School.....	5.15
**Cheerleading Sponsor - Wrestling (OPH).....	2.65
**Cheerleading Sponsor - Soccer (OPH).....	2.65

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

Date Signed 10/7/92

THE DISTRICT SCHOOL BOARD OF
CLAY COUNTY NEGOTIATING TEAM

W.D. E. Miller
James D. Powell
[Signature]
Rufus T. Ramsey
Hopi Scogah

CLAY COUNTY EDUCATION
ASSOCIATION NEGOTIATING TEAM

Ray Fisher
Jack Richardson
James Keckner
B. Z. Chan
Theresa J. Long
Mark S. Phelps
Constance Higg, (to Han)
Linda M. Schriener
Cheryl Fuller

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