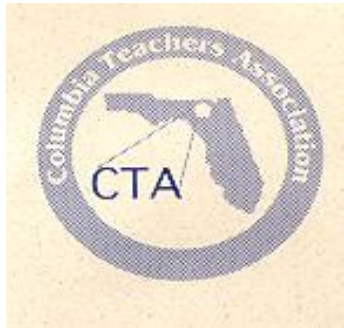


CONTRACT AGREEMENT
BETWEEN
THE SCHOOL BOARD OF
COLUMBIA COUNTY, FLORIDA



AND
THE COLUMBIA TEACHERS'
ASSOCIATION



2010-2013

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PREAMBLE

This agreement is entered into this 4th day of April, 2011 and continuing through the 30th day of June, 2013 by and between the School Board of Columbia County, Florida, hereinafter called the "Board," and the Columbia Teachers' Association, hereinafter called the "Association."

The Board and Association have negotiated in good faith with respect to salaries, hours, and all other terms and conditions of employment and have reached these agreements:

I. RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for the following employees: all certified, contractual, regular employees who work as classroom teachers, media specialists, counselors, speech therapists, occupational specialists, school psychologists, visiting teachers, reading coaches, curriculum resource teachers, staffing specialists, technology specialists, teachers on assignment and those not on the excluded list as certified by the Public Employees Relations Commission and are certified personnel.
- B. The procedure for decertification, unit clarification and impasse shall be those set forth under applicable PERC Rules and Regulations.

II. DEFINITIONS

- A. **BOARD:** Shall mean the School Board of Columbia County, Florida.
- B. **ASSOCIATION:** Shall mean the Columbia Teachers' Association.
- C. **BARGAINING UNIT:** Shall mean all certified, contractual, regular employees who work as classroom teachers, media specialists, counselors, speech therapists, occupational specialists, school psychologists, and visiting teachers reading coaches,

curriculum resource teachers, staffing specialists, technology specialists, teachers on assignment, (and those not on the excluded list).

- D. TEACHERS: Shall mean any employee as defined in the bargaining unit.
- E. AGREEMENT: Shall mean the agreements reached between the negotiating team of the Columbia Teachers' Association and the negotiating team of the Columbia County School Board which have been reduced to writing, signed by the two respective negotiating teams and ratified by the Columbia County School Board and the Columbia Teachers' Association.
- F. SUPERINTENDENT: Shall mean the chief executive officer of the school district or his/her designee.

III. ASSOCIATION AND TEACHER RIGHTS

- A. The Board and the Association hereby agree that every employee in the Bargaining Unit shall have the right to form, join and participate in or to refrain from forming, joining or participating in any employee organization of their own choosing for the purpose of collective bargaining. The Board and the Association also agree that nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Florida School Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided in Florida School Laws or other applicable laws and regulations.
- B. The provisions of this agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status, disability or relationships with individuals with disabilities. Employment practices will be in compliance with Florida Statutes 295.08 concerning veteran's preference.
- C. The Association and its representatives shall have the right to use school buildings on the same basis as other non-profit community organizations.
- D. The Association shall have the right to use school equipment on the same basis as any other non-profit community organization.

E. The Association shall have the right to use exclusively one bulletin board (at least 9 square feet surface space) in each school at a location mutually agreed upon with the principal for the purpose of posting informational notices. The Association shall have the right to utilize the inter-system district communication system (courier), provided such use of the inter-system mail service does not violate any U. S. Postal Service Regulations, and to place informational notices in faculty mailboxes. These notices shall not contain profane or obscene language. The Association faculty representative(s) at each campus shall be responsible for ensuring that such notices are in compliance with the terms of this agreement.

The Association shall have the right to use the District e-mail system to communicate with Association members, faculty and with the administration of the District. The Association will have the right to use the building intercom system with approval of the principal/designee.

F. The duly authorized representative of the Association shall be permitted to transact official Association business on campus as long as it does not interfere with student contact time or other assigned duties of these parties involved. Duly authorized representatives of the Association shall be meant to include representation by CTA and its designee(s).

G. The Board agrees to furnish the Association, upon request and at no more than cost, any materials that are a matter of public record.

H. Any teacher who is a member of the Association may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall continue in effect from year to year thereafter as long as the Association remains the bargaining agent unless revoked in writing, with thirty (30) days notice given to the Board and Association. The Board shall deduct one twenty-fourth

(1/24) of such dues as are authorized by bargaining unit members per pay period remaining in the contract year. The sums deducted shall be remitted to the Association within ten (10) days after the salary checks are issued.

- I. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for all existing payroll deductions.
- J. With respect to all sums deducted by the Board pursuant to authorization of the employee, the Board agrees to promptly disburse said sums to the proper designee. The District shall provide appropriate enrollment forms for employees desiring to utilize the cafeteria plan.
- K. Meetings and conferences with Association officers and administrators, the Board or its designee which may be required, in the opinion of either party, in the administration of this agreement shall normally be held outside of regular teacher work hours. In the event that an administrator should schedule a meeting during work hours, teachers involved would attend such meetings without loss of pay or leave benefits.
- L. A representative of the Association shall be given an opportunity to speak briefly at the end of each regularly scheduled faculty meeting.
- M. 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 Temporary Duty as is necessary to perform any such activities. Such leave should be applied for at least three (3) working days in advance. Association leave shall be limited to two (2) teachers per school/work site per day or three (3) teachers in schools with over 50 instructional staff members.
- N.
 - 1. Extended Association Leave Without Pay may be granted to the President of the Association for a period of not less than one (1) school year. Such leave shall be requested at least sixty (60) days in advance of the affected school year.
 - 2. 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.

- O. The CTA president shall be granted paid temporary duty leave for a maximum of twelve (12) times per year for the purpose of visiting members within the various worksites and to conduct meetings. The time will be from 1:00 p.m. until the end of the workday. The Association agrees that such time will not be taken on days that interfere with activities within the school such as testing, faculty meetings, etc, without the principal's approval. The Association shall provide the principal with at least two (2) days notice of such leave unless the principal agrees to waive such notice.
- P. A teacher shall be allowed to review materials in his/her personnel file. The teacher's designee shall be allowed to review materials in the teacher's personnel file, except those materials expressly prohibited by law, with appropriate written notice signed by the teacher. No material derogatory to a teacher shall be placed in his/her personnel file unless the teacher has been given an opportunity to read and provide written comment upon such material.
- Q. The employee shall be contacted by telephone within four (4) working hours when the contents of his/her personnel files are examined, or a request for examination is made by anyone other than the employee or employer, or when a subpoena is received. In the event the employee can't be reached directly by telephone, a message will be left with the employee's supervisor for the employee to call the Personnel Office immediately. Additionally, the employee shall be notified in writing within two (2) working days when the contents of his/her personnel file are examined by anyone other than the employee or employer. The method of notification will be by the most expeditious means: courier or U.S. mail.
- R. There shall be one (1) official file for each teacher and only materials relevant to the teacher's professional performance or standards of conduct (Ref. State Board of Education Rule 6B) impacting his/her performance shall be kept in that file.
- S. The rights granted herein shall pertain to the Association as the exclusive bargaining agent.

T. All paperwork pertaining to evaluations of teachers will be reviewed by the evaluator and the teacher and will otherwise be treated with confidentiality to the extent as provided by law.

U. Teacher Discipline:

1. Warnings Procedure: The warnings procedure shall be followed prior to official disciplinary action where the misconduct is not so aggravated as to call for immediate written reprimand or recommendation for suspension or dismissal.
2. Warnings: Oral warnings may be given at the discretion of the principal, but do not constitute official disciplinary action. There is no restriction on the number of oral warnings a principal may give. An oral warning shall precede a written warning advising the teacher that he/she is in danger of receiving a written reprimand or more severe disciplinary action unless the action is so severe to warrant a written reprimand. Oral warnings shall be given in a private manner.
3. Progressive discipline is encouraged whenever possible as the situation dictates when disciplining an employee. No employee shall be disciplined without good and just cause.
 - a) When an oral complaint is made against a teacher by a parent, a student, or other individual, the complainant(s) shall be encouraged to speak or meet directly with the teacher.
 - b) When a written complaint is made against a teacher by a parent, student, or other individual, the complaint must include the complainants' full name, relationship to the situation, contact information of the complainants(s) and it must be signed by the complainant. A copy of said complaint, including identifying information and signature(s), shall be given to the teacher.
 - c) Any investigation involving a complaint against a teacher must be conducted by a site based or District level administrator, not another teacher.
 - d) Any bullying complaint filed against a teacher will be investigated following the State Bullying Policy #5.101
4. Discipline shall be administered in an impartial manner.
5. Any penalty administered shall be reasonably related to the seriousness of the offense and the employee's past record.
6. When a teacher receives a written reprimand, his/her signature indicates receipt of said reprimand and does not constitute an admission of guilt. If the teacher chooses to sign a reprimand, the teacher shall be given a copy of said reprimand at the time of signing.
7. When any written statements or reprimands are entered into a teacher's file, the teacher shall be given a copy of the statement(s) and shall have the opportunity to add his/her own written attachment to said statement within ten (10) working days.

IV. NEGOTIATION PROCEDURES

- A. It is agreed that subjects of negotiation not specifically covered in this agreement may be subject to negotiations between the parties from time to time during the period of this agreement by mutual consent.
- B. Representatives of the Board and the Association may meet during the regular school year at a time convenient to both parties for the purpose of discussing problems which could necessitate reopening negotiations. Further, the requesting party will submit to the other at least five (5) days prior to the meeting an agenda covering what they wish to discuss. Should such meetings lead to reopening negotiations which culminate in a mutually acceptable amendment to this agreement, then the amendment shall be subject to ratification by the Board and members of the bargaining unit the same as this agreement.
- C. If either party desires to modify, amend or terminate this agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the agreement expires. If such notice is given, negotiations shall be initiated on or before April 1.
- D. In any negotiations described in this 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 the majority of the Board and by a majority vote of the employees voting in the unit, that the parties mutually pledge to make proposals, consider proposals, and make counter proposals to reach agreement in the course of negotiations. Throughout the negotiations all tentative agreements shall be signed by representatives designated by each party.
- E. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Association.
- F. To ensure that all members of the bargaining unit and necessary administrators are aware of what the terms and conditions of the contract between the Columbia County School Board and Columbia Teachers Association are, the contract will be posted on the District's website within 30 days of the contract being ratified and signed by CTA and

the Columbia County School District. In addition, 100 contracts will be printed with the cost being shared equitably by the School District and CTA. These copies will be distributed to administrators, CTA officers, board members and representatives, and members of both bargaining teams.

V. GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the disputes, which may arise concerning the application of this agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. The term "grievance" shall refer to a written allegation by a grievant that an interpretation or applications of the terms of this agreement have been violated. The term "grievant" shall mean an employee, a group of employees of the Columbia County Schools as covered by this agreement, or the Association; provided, however, the Association, on its own, may not continue and submit to arbitration any grievance filed and later withdrawn by a grievant other than the Association. The term "employer" shall mean the School Board of Columbia County. The term "bargaining agent" shall mean the Columbia Teachers' Association. The term "days" shall mean working days. It is understood that an allegation does not become a grievance until written at step two.
- C. Time Limits: Since it is most important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement of the parties.
- D. End of Year Grievance: In the event that a grievance is filed within the last two (2) weeks of the school year, the time limits contained herein shall be reduced by one-half (1/2) at each level.
- E. Grievances will ordinarily be processed outside the regular workday. If the Board or its representative should elect to schedule meetings during the regular workday, then release

time shall be provided to all participants and witnesses as deemed necessary by either party to minimize the time away from their assigned duties.

- F. Representation: All association members shall have the right of Association representation at each step of the grievance procedure. No grievant shall be required to discuss any grievance if Association representative is not present. The Association may be given prior notice by the grievant of any meeting held at step one (1) or above to resolve a grievance. Failure on the part of the Association or its members to have a representative present shall not act to waive the time limited as called for herein. The number of representatives will be predetermined.
- G. Informal Action - Step One (1): In the event that an individual teacher believes there is a basis for a grievance, the individual, personally or accompanied by the Association representative, shall first discuss the alleged grievance with the building principal or immediate supervisor. The grievant shall verbally advise the building principal or immediate supervisor that this meeting concerns a grievance and the administrator or immediate supervisor shall acknowledge that he or she understands that the meeting concerns a grievance. This informal action shall take place within ten (10) duty days after the grievant knew of the incident, which is the basis of the grievance. In this informal action, the grievant shall verbally advise the principal or immediate supervisor of the particular section of the contract alleged to have been violated. The principal or immediate supervisor will respond verbally within six (6) duty days after the informal meeting. If the grievance involves more than one school building or unit, it may be filed with the superintendent or the superintendent's designee at step two (2).
- H. Formal Action - Step Two (2): If the informal action does not resolve the grievance satisfactorily, the grievant shall have the right to file a written grievance with the principal or immediate supervisor within eight (8) duty days following the verbal response of the supervisor. If such grievance is not filed within eight (8) duty days following conclusion of the informal action above, the right to proceed with the grievance procedure for this incident is waived. The written grievance shall be on the official

grievance form, Appendix B, and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific section of the contract which is allegedly violated. A copy of the grievance shall be filed by the grievant with the Association. A response shall be made by the immediate supervisor in writing within eight (8) duty days after the receipt of said grievance by the immediate supervisor. The immediate supervisor shall send copies to the superintendent and the Association.

Formal Action - Step Three (3): If the grievant is not satisfied with the disposition of the grievance at Step 2, he may appeal the grievance on the same form to the superintendent or his/her designee. Such appeal shall be made within eight (8) duty days after the receipt of the decision by the immediate supervisor at Step Two (2). At the request of either party, the superintendent or his/her designee shall meet with the grievant and Association representation within eight (8) duty days. The superintendent or his/her designee shall indicate the disposition of the grievance within eight (8) duty days of such a meeting, if held, or within eight (8) duty days of the date of the appeal, and shall furnish a copy thereof to the grievant and the Association. At this step either party may introduce or present evidence to substantiate his/her position in the matter.

Formal Action - Step Four (4): If the grievance is not solved at Step Three (3), or if a written decision is not submitted within the designated time limits of Step Three (3), the grievant, after notifying the Association, may move the grievance to arbitration by notifying the Board in writing within eight (8) duty days.

Both parties shall then jointly contact the Federal Mediation and Conciliation Service or the American Arbitration Association to secure a list of arbitrators and the arbitrator shall be selected and shall function according to the rules of the Federal Mediation and Conciliation Service or the American Arbitration Association. If the Board raises the question of arbitrability, the question shall be determined in the first instance by the arbitrator. The arbitrator shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or final submissions. The arbitrator's

decision shall be in writing and shall set forth findings of facts, reasoning and conclusions of the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this agreement or go beyond the issues presented. The decision of the arbitrator shall be final and binding upon the parties.

- I. The costs for the services of the arbitrator shall be borne equally by the grievant and the Board.
- J. No reprisals shall be invoked against any employee for processing a grievance or participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance shall be placed in the individual's personnel file, but shall be kept in a separate file.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising before the expiration date may be processed through the grievance procedure until resolution. The grievant may be permitted to withdraw the grievance at any point during the process. The Association shall be notified of such withdrawal at that time by the grievant.

VI. TEACHING CONDITIONS

- A. Duties other than classroom duties shall be assigned only when necessary. Duties other than classroom duties shall be scheduled on an equitable rotating basis, except for those teachers specifically exempted from same. Teachers required to serve duty beyond that which has been scheduled shall be granted compensatory time. Such time shall be requested by the teacher and requires approval of the principal.
- B. A duty free lunch period consisting of thirty (30) consecutive minutes shall be scheduled by the principal for each teacher each day. When a teacher is required to assume duties during his/her assigned lunch period, compensatory time shall be granted. Such time shall be requested by the teacher and requires approval of the principal.
- C.
 - 1. The Board shall make available in each school one room, air-conditioned when possible, for use by teachers as a lounge. Restroom and lavatory facilities shall

also be made available for use by teachers. These facilities shall exclude students, unless an emergency situation prevails.

2. Building Administrator may allow teachers to have in their classrooms individual compact appliances such as refrigerators and microwaves that meet energy efficiency standards depending on the resources available to meet utility bills.
- D. The Board shall maintain classroom and other areas in a clean, healthy, and environmentally safe condition. This shall normally be done with other than instructional personnel, except in the case of an emergency. The Board shall keep class periods free as possible from interruptions and take measures to ensure the health and safety of members of the bargaining unit. Temperatures in classrooms shall be maintained at a level conducive to optimal teaching and learning.
 - E. Where scheduling permits, an area or areas shall be designated for necessary teacher conferences with parents and/or students.
 - F. No teacher shall be required to have more than one hundred twenty (120) minutes of continuous student contact time without being assigned by the principal a ten-minute (10) break.
 - G. Teacher participation in extra-curricular activities scheduled outside the regular workday for which no additional compensation is paid shall be strictly voluntary. Teacher participation in extra-curricular activities scheduled during the regular workday shall be assigned by the principal on an equitable rotating basis, if there are no volunteers.
 - H. Faculty Meetings. Teachers shall be required to remain at the end of the workday for the purpose of attending scheduled faculty meetings or other professional meetings. These meetings shall not exceed thirty (30) minutes past the regular workday, and will be limited to no more than 6 (six) extended faculty meetings per year. The parties agree that all efforts will be made to schedule meetings described herein within the normal workday except in an emergency situation.
 - I. When school is not in session, teachers may be given access to the building for job-related activities by arranging such access with the principal.

- J. Observation of a Teacher's Class. Observation of a teacher's class by persons other than school district job-related/administrative/supervisory personnel or a Board member(s) shall be allowed only after written consent has been granted by the principal or his/her designee. The teacher to be observed shall be notified in advance when the principal or his/her designee gives consent. Only site-based administrators shall conduct formal evaluations of teachers.
- K. The principal shall appoint one (1) department chairperson, grade level chairperson, or wing leader in each department, grade level or wing. The principal may appoint a co-chair if there are ten (10) or more teachers in a department at the request of the Department Chair. Nothing herein shall require any teacher to accept such appointment.
- L. The Board shall provide faculty mailboxes in each school.
- M. The length of the teacher workday shall be 7 ½ hours. Effective July 1, 2009.

Planning time within the workday shall be allocated as follows:

Grades Pre K - 12: 250 minutes per week shall be allocated to the teacher for: instructional planning, lesson preparation, student work evaluation, team planning and recordkeeping of curriculum activities.

Teachers who teach three (3) hours during summer school shall be given fifteen (15) minutes planning time per day. Teachers who teach more than three (3) hours shall be given thirty (30) minutes planning time per day.

- N. The Board shall provide each teacher with a classroom suitable to the subject matter being taught as determined by the principal or site administrator.
- O. Every effort shall be made so that teachers will not be required to act as agents for private businesses or non-profit corporations. This includes the collection of monies, filling out and/or taking up forms, and selling tickets for non-school functions.
- P. The evaluation and placement of students shall be completed by priority order as determined by the Response to Intervention (RtI) process.
- Q. Teachers will be used as substitutes only in emergency situations or if regular substitutes are not available.

1. The Board will maintain a reasonable list of substitutes and provide funds for adequate purchase of substitute time.
 2. Compensatory time will be provided for time spent as a substitute when accrued to ½ day or more unless otherwise agreed to by the administration. Documentation of accrued time will be the responsibility of the teacher.
 3. A teacher who has accrued ½ day of compensatory time in any semester may request to not substitute again. Every effort will be made to honor such requests.
 4. Requests to use compensatory time during student attendance times must be submitted and approved at least two days in advance unless waived by the administrator.
 5. Requests to use compensatory time during non-student attendance times may be submitted for approval on the same day that the time is to be used.
 6. Every effort shall be made to approve such time as requested by the teacher.
 7. Compensatory time carries over from year to year and carries to another school if a teacher transfers.
 8. Compensatory time determinations as described in this paragraph apply to all accrued compensatory time.
 9. Each school shall have a compensatory time accrual system and the compensatory time/substitutes committee may review and make suggestions if they are asked by any school, the CTA, or administration. The compensatory time/substitute committee shall continue until the parties agree to discontinue the committee.
- R. Teachers shall have the right during non-student contact time to request to leave campus to conduct business at the county office, have duty free lunch or conduct business that could not necessarily be completed after school hours. Once permission is granted, the teacher must sign out and notify someone in the front office of their departure and their return. Every effort shall be made to honor such requests.
- S. When a teacher is not assigned to a single classroom, that assignment shall go to the least senior teacher unless there is a volunteer from within the Department, or if the least senior teacher is assigned to a class where there are significant health, safety or breakage issues, or there are unique requirements of the subject matter, i.e., chemistry, computer lab. In all cases the teacher not assigned to a classroom shall be provided a secure area for storage and provided equipment to transport supplies and any other reasonable accommodations to facilitate such assignment. Every effort shall be made to keep the “floating” teachers’ classes in the same general area.
- T. Dress Code. Employees should be dressed appropriately for their job/work assignment without having a formal dress code imposed by personal preferences.

- U. Principals may provide vendors, charities and other solicitors an assigned area to communicate with teachers on a voluntary basis. When a principal determines it is necessary to allow a vendor, solicitor or charity time at a faculty meeting, they will be placed at the end of the agenda and attendance will be voluntary.
- V. New teachers to Columbia County that bring in one year or more of outside experience will not be required to participate in the Teacher Assistance Program (TAP) provided documentation of successful completion of a comparable program from the previous district is submitted and approved by the DOE certification office.
- W. In order to allow teachers time needed to calculate grades at the end of the grading period, teachers will have until the end of the school work day, three (3) days after the last day of the grading period, to submit grades to the data processor at each school. Exceptions to this are:
1. final grades for seniors will be due as determined by the principal
 2. grades will be due at the end of the day on the last day of post-planning
- X. In order to comply with state mandated class size requirements for secondary schools, both the Columbia County School Board and the CTA agree to the following process for hiring existing teachers to instruct an additional period beyond their assigned work day.
1. An announcement/posting shall be made at the affected school for three (3) consecutive days.
 2. Last year's evaluation must be satisfactory or above.
 3. Certification, district seniority, and/or recent experience in subject area to be taught will be considered.
 4. This additional instruction shall be voluntary.
 5. Teachers shall be paid at their hourly rate for this additional time added to the workday or the teacher may choose compensatory time in lieu of payment.
- Y. Check –In Procedure. Teachers shall not be required to use time clocks but must be required to sign in and out during the normal workday. However, the purpose of the check-in is to determine an employee's presence in the building. No

employee will have their name highlighted as this constitutes a public reprimand.

VII. TEACHERS' AUTHORITY AND PROTECTION

- A. The Board shall communicate to teachers during preplanning the corporal punishment policy to be effective during the school term. Changes in this policy shall be communicated to teachers before such changes take effect.
- B. The administration shall publicize to all students a code governing student conduct and discipline during the first week of school or as practical.
- C. Individual records shall be maintained on student discipline and made available to teachers at a time mutually agreed to by the teachers and principal as an aid in determining disciplinary recommendations for particular students to the principal.
- D. Legal Counsel for Employees. All cases of assault involving a teacher shall promptly be reported by the teacher through the building principal who shall then immediately notify the Office of the Superintendent so that an investigation of the assault can begin and the Board notified in writing. The Board may provide legal counsel to advise the teacher of his/her rights and obligations with respect to the assault.
- E. Whenever, in the opinion of the Board or its representatives, it appears that the presence of a particular student in a class will impede the orderly process of education because of disruption caused by said student, the Board or its representative shall endeavor to correct the situation. A teacher may request that a student be removed from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher may request that the student not be returned to that teacher's class until the principal or the designated representative confers with the teacher. In such cases, the teacher may be asked to provide complete information regarding the problem or incident in writing, which will include actions taken by the teacher to correct the situation.

F. Individual schools shall continue to be responsible for a comprehensive discipline plan. This discipline plan may be developed by the School Advisory Council as an integral part of the School Improvement Plan. Using the Code of Student Conduct as a guide, school staff shall collaborate in developing the school discipline plan. This plan shall contain but is not limited to the following:

1. A clear and concise definition of what constitutes a major and minor offense.
2. Designation of the person(s) responsible for the disciplinary action.
3. A systematic approach for dealing with students who exhibit persistent, serious misconduct. Such students shall be dealt with in a manner that will cause a minimum of disruption in the educational process of the other students in the classroom.
4. The principal's disciplinary authority provided by statute will be upheld.
5. Non-Athletic Field Trips: Clear and concise requirements for participation in a field trip will be written by the sponsor and approved, in advance, by the principal. Students will be notified of the requirement prior to the trip and only students meeting such requirements will be allowed to attend (unless the principal and sponsor determine there are extenuating circumstance that would permit a student to attend).

G. Time lost by a teacher in connection with any incident incurred in the line of duty shall be handled as follows:

Time for appearances before a judicial body of legal authority shall result in no loss of wages or reduction in accumulated leave.

H. Teacher Protection from False Accusations. (Pursuant to the provisions of 1006.09(1)c F.S.) When it is determined that a student has intentionally made false accusations that jeopardize the professional reputation, employment or professional certification of a staff member:

1. Once disciplinary action is determined, the principal will notify the teacher in writing within forty-eight hours of the disciplinary action taken against the student.
2. In the event the student is not (cannot be) expelled or assigned to a second chance school, the student will be removed from the classroom of the teacher he/she impugned.

I. Sexual harassment against teachers will not be tolerated by the Columbia County School Board. Teachers are encouraged to report incidents of sexual harassment.

VIII. GENERAL EMPLOYMENT PRACTICES

- A. Any person who feels that he has been discriminated against or harassed on the basis of race, sex, national origin, marital status, age, religion, disability or relationships with individuals with disabilities may file a complaint with the appropriate enforcement agency.
- B. Upon initial employment, each teacher shall present a certificate stating that he/she is physically and mentally able to perform the duties of the position. Such evidence shall be obtained from a licensed physician of the teacher's choice. Cost of such examination shall rest with the teacher. If any medical examinations are required subsequent to this initial examination by a physician designated by the Board, cost of said examination(s) shall be borne by the Board. Examination forms will be available from each principal or the personnel office.
- C. Salaries of teachers employed in summer school will be computed on an hourly rate equal to or exceeding the following formula:
- $1/196 \times \text{the teacher's respective current annual salary} \times 1/7.75$
- Personnel for summer employment shall be hired from applicants according to certification.
- D. Teachers shall receive their salaries in twenty-four (24) pay checks of equal payments during the fiscal year. A check shall be issued on the 15th of each month and on the last working day of each month. Due to the statutory requirements for the first day of school beginning no earlier than two weeks before Labor Day, the first pay check for returning teachers shall be on August 31st. On the last working day of May, the balance of the remaining pay checks, minus one, will be issued. The final pay check will be issued on the 15th of June.
- E. Deductions for personnel during the regular school year for daily absences not covered by provisions of this agreement shall be made at the rate of 1/196 of the annual contractual salary per day.

- F. The Board shall provide a 401(a) Qualified Retirement Plan subject to the limits established by the Internal Revenue Service. All teachers shall be required to participate in such program as required by the Internal Revenue Service and in keeping with the procedures and guidelines mutually agreed to by the Superintendent/designee, School Board and the Association.
- G. In order to meet the requirements of Florida Statute 1012.33(3)(a), relating to fingerprinting, the Columbia County School Board will assume all costs necessary to keep employees in compliance.

IX. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The principal shall, during post planning, give all teachers tentative written notice of their assignment for the next school year. Notices of any changes or new assignment for the second semester will be provided as they occur.
- B. Reassignments within a school shall be done only when legal or staffing needs require such a change. In making such changes seniority in the school, experience in the subject or grade level, past evaluations, and certification will be the key factors in making such reassignments.
- C. Teachers shall not be required to arrange for substitutes.
- D. Teachers shall be assigned infield unless an individual teacher voluntarily accepts or requests an out-of-field assignment.

X. TEACHER TRANSFER

- A. Voluntary Transfer. Transfer applications may be submitted on the PATS Program during the posting period. Interviews with transfer applicants will not be scheduled during the applicant's student contact time. The principal will consider all eligible

applicants for the position, and, in arriving at a decision regarding the most qualified candidate, will base his/her decision on certification, experience applicable to the subject or grade level (including but not limited to teaching experience), length of service in the District, and other factors that he/she deems pertinent to the position. All transfer applicants for the specific position being filled shall be notified of the principal's decision, in writing, within seven (7) working days after such decision has been made.

- B. Involuntary Transfer. The District will conduct involuntary transfers only in emergency situations. A list of available positions will be posted in all schools and volunteers shall be solicited. If the number of volunteers does not meet the involuntary transfer requirements, the district will make every effort to transfer annual contract personnel first to fill such needs provided they are certified. If transfers still need to be made the district agrees to give priority consideration to the number of years of seniority an employee has attained in making selections for transfer. Any teacher involuntarily transferred will be provided work time, assistance and ultimately compensatory time to ready the new teaching environment.

Teachers transferred under this provision shall be provided with the written reasons within ten (10) working days of request.

XI. VACANCIES

- A. All vacancies in the district for which certification is required, and all supplemental pay position vacancies will be posted in each school/center on a weekly basis. A description of the required qualifications is available at the HRMD office and each school site. Summer school positions shall be posted annually. No vacancy shall be filled, except on a temporary basis, until such notice has been posted for a minimum of seven (7) calendar days prior to the filling of the vacancy.
- B. Assignment of new teachers to a specific position in the school district shall not be made until all pending requests for reassignment or transfer have first been considered. All

applicants, including current employees, will be duly considered. However, teachers with six (6) or more years of experience at the same work site shall be given priority consideration when a vacancy occurs provided they are properly certified and qualified.

XII. TEACHER ASSESSMENT

- A. All teachers shall be given a copy of the assessment form during pre- planning of each year.
- B. All instructional employees will be formally assessed at least once during the year prior to the conclusion of the contract year. There shall be no limit to the number of observations, either formal or informal, made by the administration for purposes of assessment. Assessment observations may be scheduled and/or unannounced at the discretion of the administrator. All visits to the classroom may be considered part of the assessment process. At least one assessment shall be for a period of not less than thirty (30) minutes in length. If a teacher opts for the Educational Growth Plan, administrative observations are encouraged but not required.
- C. The teacher shall sign and be given a copy of the completed assessment form, though the signature does not necessarily indicate agreement with its content. The teacher shall be given the opportunity to comment thereon.
- D. In cases where need for improvement is cited, the written evaluation will include statements of: deficiencies, desired improvement, suggested methods to improve and length of time in which to achieve the improvements.
- E. All observations of the employee (while the employee is on duty) may be used in the evaluation process.
- F. Each year the IPAS and its procedures will be reviewed. The review committee shall consist of a teacher from each school appointed by the CTA President and an equal number appointed by the Superintendent. The committee shall be co-chaired by one

person appointed by the Superintendent and one person appointed by the CTA President. The committee shall begin meeting no later than September 1st and shall submit recommendations to the Superintendent and the CTA President no later than February 1st. Teachers serving on this committee shall be provided with release time to attend the meetings. The Superintendent and CTA President shall be exofficio members. Any changes to the IPAS shall be voted on and approved by the majority of the members.

XIII. REDUCTION IN PERSONNEL AND RECALL

- A. If the Board determines that the number of teaching positions must be reduced, the Board shall determine the grade levels and/or subject(s) affected and shall notify the Association to allow a discussion of alternatives prior to final action.
- B. In the event of reduction-in-force or recall after layoff, the following criteria as listed below shall be the sole determinant:

Seniority within the county provided the appropriate certification is held.

- C. Seniority is defined as the employee's length of continuous service from his/her date of last employment in the Columbia County School District and is not interrupted by approved leaves of absence.
- D. When two (2) or more employees have the same length of service, the employee that signed his/her individual contract with the District on the earliest date shall be considered senior. If two (2) or more employees signed their individual contract on the same date, then the employee with the earliest birth date shall be considered senior.
- E. One (1) District-wide seniority list, based on length of service with the District, shall be established when needed. The list shall be made available to the Association upon request.
- F. An employee whose current assignment is not available due to a reduction in staff shall be allowed to displace an employee in another assignment provided, however, such displacement shall not result in a properly certified teacher being displaced by an out-of-field teacher.

- G. Employees who have been laid off will be recalled in inverse order of layoff.
- H. An employee on layoff shall remain on the recall list by notifying the Board annually in writing on or before March 1 of each year of such desire. Recall shall be by certified mail, return receipt requested, and failure to report for work within thirty (30) days after receipt of such notice of recall shall forfeit recall rights, except that an employee who has accepted another teaching position shall be allowed to fulfill that year's contract. Provided, however, an employee who is physically unable to return to work within the thirty-day period may have the return-to-work time limit extended until he/she is released by the attending physician. Such extension shall be contingent upon the employee providing a written certification from the attending physician.
- I. Any employee who is laid off shall have the option of having his/her name added to the current substitute teacher list, and shall be given priority in the calling of substitutes to work.

XIV. LEAVES

- A. Leave is permission granted in advance for a teacher to be absent from contractual duties for a specified period of time. Permission is granted in advance and shall not be granted retroactively. Sick leave is deemed to be granted in advance, provided a prompt report is made to the proper authority.
- B. Sick Leave.
 - 1. The teacher shall endeavor to notify the principal or his/her designee of an absence in advance.
 - 2. Four (4) days sick leave shall be credited to each teacher at the beginning of the school year and one (1) day for each month thereafter until the number of days granted equals the number of months worked, including summer school. Sick leave shall be cumulative from year to year without limit as to the number of days that may be accrued. Accrued sick leave shall be transferred upon request from other school districts, provided that one-half (1/2) of this accrued leave be established in Columbia County.
 - 3. Sick leave days may be used for personal illness, including pregnancy-related ailments (maternity leave), or disability of the teacher, or death, disability or serious illness of other close relative or member of his/her household. Maternity

leave shall total no more than twelve weeks and may be deducted from accrued sick leave, Family and Medical leave or a combination of both.

4. Sick leave in excess of five (5) consecutive days shall be accompanied by a doctor's certificate for the leave, otherwise, the leave shall be considered unpaid.
5. Any employee who has used all accrued sick leave shall be granted sick leave without pay. Additional unpaid sick leave may be used as a part of Family and Medical Leave.
6. The donation of sick leave, for use by a family member, under Florida Statutes 1012.61, shall be calculated based upon each hour donated equating to one hour available for use by the recipient.

C. Family and Medical Leave.

All provisions of this article shall be interpreted so as to comply with the requirements of the 1993 Family and Medical Leave Act, and with such federal regulations that may be issued subsequent to negotiations of this provision. The rules listed below generally outline the procedures for carrying out said leaves. The Board authorizes the Superintendent to create and carry out all procedures necessary to implement this policy and the Family and Medical Leave Act.

Employees must first use all accrued paid vacation, personal leave, sick leave, disability leave and/or workers compensation leave as described in section (9)(a) & (b) below.

1. A non-paid leave of absence under this policy shall be granted for no more than 12 work weeks during any school year (July 1-June 30) for one of the following reasons:
 - a) birth of a son or daughter of the employee and in order to care for such son or daughter
 - b) placement of a son or daughter with the employee for adoption or foster care
 - c) to care for a (i) spouse; (ii) son; (iii) daughter; or (iv) parent of the employee, if such said spouse, son, daughter, or parent has a serious health condition
 - d) because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For the purpose of this policy, an "eligible employee" means an employee who has been employed for at least one full school year with no break in service except for leave duly authorized and granted.
3. If both a husband and wife are employed by the board, the aggregate number of work weeks of leave to which both may be entitled pursuant to 1(a), 1(b), or (c)(iv) is twelve work weeks during a twelve month period.

4. Employees who are on a leave granted under this policy who are eligible and receive board supplemented insurance when actively working for the board shall maintain this coverage for the duration of such leave. Employee's share of the premium, including dependent coverage and other types of payroll deducted insurance coverage, must be remitted by the employee to the insurance department in the Finance Office on or before the date designated by the insurance clerk.
5. Employees who wish to take family leave as outlined in subsection (1)(a)&(b) above must provide the board with not less than 30 calendar days written notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than 30 calendar days, the employee shall provide such notice as is practicable.
6. Employees who wish to take medical leave as outlined in subsection (1)(c)&(d) above shall provide the board with 30 calendar days notice, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. Employees shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the board.
7. Family leave as outlined in subsection (1)(a)&(b) above shall not be taken intermittently.
8. Medical leave as outlined in subsection (1)(c)&(d) above may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the operations of the board. Also, the superintendent may place the employee in an alternative position which better accommodates intermittent leave.
9. Leave under the Family and Medical Leave Act is intended to provide assistance to employees who do not have other leaves available. Therefore, pursuant to the authority granted under said law, employees wishing to take family or medical leave must first use the following leaves:
 - a) Employees must first use all accrued paid vacation and personal leave for family leave provided for in subsection (1)(a)&(b) above.
 - b) Employees must first use all accrued paid vacation, personal leave, sick leave, disability leave and workers compensation leave for medical leave as described in subsection (1)(c)&(d) above.
 - c) The board will not count paid leave which was not for a family or medical purpose against the employees' FMLA twelve-week leave entitlement.
10. The board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the superintendent and the completed form must be returned within a time frame determined by the superintendent.
11. Upon return from a FMLA leave, the affected employee is entitled to be restored to the same position that the employee held when the leave started, or to an

equivalent position with equivalent benefits, pay and other terms and conditions of employment.

D. Sick Leave Pool.

1. Establishment.

- a) The School Board of Columbia County agrees to establish a sick leave pool for the use and benefit of all eligible members of the bargaining unit
- b) The School Board of Columbia County shall delegate to the Sick Leave Pool Committee the responsibility of approving sick leave pool credit utilized by members of the bargaining unit. The Sick Leave Pool Committee shall be composed of five (5) teachers to be selected by the Association, and the Superintendent or designee shall represent Management. Any application approved by the Committee shall be by a majority vote of the entire Committee. The decision of the Committee is final and cannot be taken to final arbitration as a grievance.
- c) The sick leave pool will not come into existence until at least one hundred seventy-five (175) days are deposited in the pool.

(2) Membership. Any teacher shall be eligible for membership who:

- a) Has been employed by the School Board of Columbia County for at least one (1) year.
- b) Is currently employed by the School Board of Columbia County.
- c) Has an accrued sick leave balance of at least four (4) days from the prior year.
- d) Voluntarily contributes one (1) sick leave day to the pool.
- e) Enrolls before the second paycheck of the year is issued.

(3) Benefits.

- a) The sick leave pool shall be used only for catastrophic illness or accident of the participating teacher.
- b) Each participant, after missing ten (10) consecutive working days and upon the depletion of all accrued leave, shall be eligible to draw from the pool.
- c) Each participant member may not draw in excess of ten (10) days from the pool for each year taught in Columbia County for a maximum of sixty (60) days for each injury or illness.
- d) The participant shall not be required to repay the number of days used from the pool, except in cases of misuse as determined by the Sick Leave Pool Committee, said days may be docked by the School Board.
- e) Each participant who is applying for days from the sick leave pool must have a notarized statement that he/she will not be employed outside of the Columbia County School District during the time of leave.
- f) The teacher who cancels membership in the sick leave pool shall not be eligible to withdraw the days of sick leave contributed.

- g) Upon approval by the Sick Leave Pool Committee, the School Board shall instruct the payroll department to develop and implement procedures for identifying and recording contributions to the pool and other associated recordkeeping.
- h) After the initial contribution, no further contribution shall be required, except as may be necessary to replenish the sick leave pool. When the number of days in the pool has decreased to 25% of the membership, an additional contribution shall be made. Any such further contribution shall be equally required of all participating employees.
- i) In the event that the pool is not negotiated in a successor agreement, the days in the pool will be dispersed equally among those members who have not drawn from the pool.

E. Personal Leave With Pay.

All employees shall be granted six (6) days of personal leave, and the Board or its designee shall have the right to restrict such leave usage on days immediately proceeding and following holidays or regional activities. Such leave will be charged to the accumulated sick leave and is non-cumulative. Teachers shall be required to request said leave at least two days in advance whenever possible unless it is an unforeseen emergency.

F. Personal Leave Without Pay

1. Limited Professional Leave. Leave up to thirty (30) days may be granted authorizing absence from contractual duties to engage in activities which will result in professional advancement or which will contribute to the teaching profession. This time of leave may be granted at the discretion of the Board and when so granted shall be without pay. Extended professional leave without pay may be granted for professional improvement in excess of thirty (30) days but for a period not to exceed one (1) year. Persons who are to be employed and paid as part of this professional leave must get specific approval from the Board for this appointment.
2. Care of an Infant Child. Leave without pay may be granted to any teacher for the purpose of the care of a dependent child under the age of two (2) living in the same household for the remainder of the school year (pre-planning to post-planning) of the birth or adoption of the child and the succeeding school year if so requested.
3. Return from leave under this section shall coincide with the beginning of a grading period whenever possible or the beginning of the school year.
4. For extenuating circumstances not included in this contract, refer to School Board Policy 6.23 - Personal Leave.
5. Personal leave (not to include the personal days provided for in Article XIV E) may not be granted to accommodate other employment. Any person on personal leave who accepts other employment will have the personal leave canceled and may be disciplined up to and including termination of employment.

6. Family and Medical Leave may be used in accordance with subsection C.

G. Miscellaneous Leave:

1. Temporary Duty. A member of the instructional staff may be granted temporary duty when officially assigned short-term professional duties outside the school district. Any employee granted temporary duty leave shall receive his regular pay, provided the temporary duty is on a regularly scheduled workday of the employee and shall be allowed for expenses as provided by law. In the event temporary duty leave is approved for an employee for days other than regularly scheduled workdays, no compensation shall be paid to the employee unless specifically approved by the School Board. Such Board action shall reflect the period of time the employee is to be compensated and the rate of pay.
2. Military Leave. Teachers participating in annual military exercises shall endeavor to have such duty scheduled during the summer months when school is not in session. If the teacher is unable to schedule such duties outside the work year, he/she shall present to the Board copies of such orders and shall be granted leave up to a maximum of seventeen (17) days military leave. Such leave shall be without loss of compensation.
3. Witness Duty. When a teacher is under subpoena as a witness in connection with his/her official duties or in a court action in which he/she or any member of his/her family is not a party to the litigation, he/she may make application for temporary duty. A copy of the subpoena must be attached to the leave application. Any application under this rule shall require the approval of the employee's administrative supervisor and the superintendent. At the conclusion of witness duty each day, the employee shall be required to return to work if witness duty dismissal for the day is prior to the close of the workday, excluding normal travel time from the point of dismissal to the assigned work location. Such leave shall be with pay.
 - a) All fees received beyond meals and travel must be forwarded to the Columbia County School Board.
4. Jury Duty. When a member of the instructional staff is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty. Such leave shall be with pay. A copy of the jury summons must be attached to the leave application. Any application under this rule shall require the approval of the teacher's administrative supervisor and the superintendent. At the conclusion of jury duty each day, the employee shall be required to return to work if jury duty dismissal for the day is prior to the close of the workday, excluding normal travel time from the point of dismissal to the assigned location.
5. Injury-in-the-line-of-duty. Any teacher who is absent from work as a result of some injury or illness sustained on the job may be granted injury-in-the-line-of-duty leave for up to ten (10) days. Such leave, if granted by the Board, shall not be charged to accumulated sick leave. The Board may consider requests for extension of leave beyond the ten (10) days, provided that the employee is under contract during the time of such leave and compensation. If worker's compensation pays a claim under this section, the Board shall compensate the

employee at his/her normal rate of pay and the teacher will return any worker's compensation payments to the Board.

XV. TEACHING ASSIGNMENTS

No teacher shall accept and supervise more than one (1) fulltime student teacher per school year. Any remuneration paid the district for accepting such student teacher shall be paid in full to the teacher who has accepted said responsibility.

XVI. EMERGENCY SCHOOL CLOSING

- A. When, in the judgment of the superintendent, extreme weather conditions, fire or other acts of God require closing of the school, and the decision is made prior to the regular opening time, information about such closing shall be released to the local radio stations.
- B. If school is closed after the regular opening hour, the superintendent or his designee will notify teachers through the building principal of the closing and the method by which they will be notified when to return.

XVII. ACADEMIC FREEDOM

Teachers shall be expected to follow courses of study, approved textbooks or the guides established or approved by the Board for the teaching of the grade or subjects assigned. Within these guidelines, the teacher should not be prohibited from permitting students to express their views or to refrain from discussion of areas appropriate to the courses of study so long as a sincere effort is made to present all sides of issues which may be controversial.

XVIII. PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this agreement shall be as set forth in Appendix "A" of this agreement.

- B. Extra pay for extra duty positions shall be those as set forth in Appendix "A", which is attached to and incorporated in this agreement. Teachers assigned to such positions shall be paid in accordance with said Appendix.
- C. Paid Holidays. Teachers shall be entitled to six (6) paid holidays which shall be included in the 196 regular working days. The six (6) holidays shall be scheduled by the Board.
- D. Upon presentation of original, valid certificate of increase of degree or increase in highest level of academic training by the teacher to the district office, the teacher will receive the appropriate increase in salary according to the salary schedule. The effective day of the increase shall be the pay period following completion of all requirements for said increase. The official transcript submitted to the Department of Education, Teacher Certification Section, shall be the basis for determining the required completion date. Eligibility for increase in salary based upon increase in degree or highest level of academic training shall be contingent upon written notification to the HRMD office from the teacher of intent to change degree or level of academic training on or before June 1, of the preceding fiscal year.
- E. Non-owners insurance coverage. The Board shall provide excess liability insurance coverage for non-owned automobiles to protect teachers who are authorized to transport students or other persons in a privately owned vehicle on school and/or school related activities.
- F. Free attendance at school activities. All teachers may attend, free of charge, all school activities, including athletic events, in Columbia County except State F.H.S.A.A.-sanctioned classics and playoff games. Teachers shall be granted free admission to the aquatic complex. Employees will be expected to show their employee identification badge for free admission.
- G. Errors in teacher paychecks. Errors made in teacher's payroll checks shall be corrected and paid in full in the next check, if possible.

H. Travel compensation. Teachers authorized to use private automobiles in conducting school business shall be reimbursed at the maximum federal rate. Teachers serving more than one (1) school will receive compensation for one-way mileage, if the second school is closer to their homes than the base school. Round-trip mileage will be paid if the base school is closer to their homes than the second school. Getting to work is the responsibility of the employee.

I. Insurance. The Board shall pay \$5,215.50 for the 2007-2008 school year for the individual health and life insurance premium for the employee. This health and life insurance shall be selected, approved and offered by the Board to its employees.

In the event the employee does not elect to participate in the group health insurance program, the Board will pay the cost of the premium of the life insurance plan, the income protection plan, the dental insurance plan and the vision insurance plan for the employee. This plan shall be selected, approved and offered by the Board to its employees.

The Association shall be entitled to appoint three (3) representatives of the bargaining unit to the insurance committee.

XIX. MISCELLANEOUS

A. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this agreement.

B. Should any provision of this agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this agreement, if not affected by the deleted provision.

- C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms of this agreement. The agreement between the School Board of Columbia County and the United States Army for the operation of the JROTC program shall supersede this agreement, as it applies to JROTC personnel in the bargaining unit, when any term or condition of this agreement is contrary to or in conflict with the agreement between the School Board and the United States Army.
- D. Any individual contract between the Board and an individual teacher shall be made expressly subject to the terms of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- E. The Board agrees that it will not modify any condition of employment agreed upon herein until such condition has been a subject of negotiations and ratified by both parties under such procedures for negotiations as defined in this agreement.
- F. Copies of this agreement titled "Agreement between the Columbia Teachers Association and the School Board of Columbia County" shall be printed at the expense of the Board within thirty (30) days after this agreement is signed and shall be presented to all teachers now employed and hereafter employed. Further, the Association shall be furnished seventy-five (75) copies of said printed agreement. The Association and the Board shall confer upon the format and cost of such printing and mutually agree on the printing.
- G. New teachers will be given a copy of this agreement at the time of signing their individual contract.

XX. MANAGEMENT RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of their rights and responsibilities under the Florida School Laws or any other law. All the rights the Board had

prior to this agreement are retained by the Board whether or not such rights have been exercised by the Board in the past.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly, expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this agreement.

The matters contained in this agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this agreement except as specifically provided by this agreement.

It shall be the right of the Board to hire employees and determine their qualifications, their placement, layoff and to promote and transfer all such employees except as specifically provided by this agreement.

XXI. SAVE HARMLESS

- A. The Association agrees to indemnify the Board for all claims, demands, costs, and legal action brought against the Board as a result of proven negligence on the part of the Association's actions in compliance with this agreement as determined by a court of competent jurisdiction concerning use of buildings, bulletin boards, equipment and mailboxes.
- B. The Association agrees to reimburse the Board the actual amount for any errors in dues deduction remitted to the Association. The Association agrees to pay court costs incurred by the Board resulting from a suit brought against the Board due to erroneous or faulty data pertaining to dues deduction submitted to the Board by the Association.

XXII. TERMINAL PAY

- A. Upon retirement, a teacher shall receive terminal pay as follows:

1. If a teacher retires during the first three (3) years of service in the District, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
2. If a teacher retires during the fourth through the sixth year of service in the District, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
3. If a teacher retires during the seventh through the ninth year of service in the District, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
4. If a teacher retires during the tenth through the twelfth year of service in the District, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
5. If a teacher retires during the thirteenth year of service in the District or thereafter, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave. All sick leave transferred in from other districts by personnel employed after December 1, 1991, will be paid at the rate of 50 percent. Personnel employed after December 1, 1991, who transfer sick leave from other districts will have used sick leave charged to days transferred in from other districts first.

If termination of employment is by death of the employee, any terminal pay to which the employee may have been entitled shall be made to his beneficiary.

- B. Upon separation from employment with the Columbia County School District during the thirteenth year of service or thereafter, the daily rate of pay multiplied by 80 percent times the number of days of accumulated sick leave shall be paid to the employee; years 10 through 12 shall be calculated at 70 percent times the number of accumulated sick leave days; and years 7 through 9 shall be calculated at 50 percent times the number of accumulated sick leave days.

1. This will be considered as a one (1) time payout of sick leave and may only be used once during the employee's employment with the district.
2. Years of service must be continuous with no break in service for consideration of separation pay.

XXIII. SCHOOL IMPROVEMENT

- A. Vision Statement. The parties agree that School Improvement programs are an ongoing process through which stakeholders working as a team use their creative and collaborative efforts to benefit students.
- B. Definition. School Improvement in Columbia County is a process to vitalize the education of student through collaborative decision making by those persons closest to

the students: teachers, administrators, support staff, parents, business community, and other interested persons.

XXIV. NATIONAL BOARD CERTIFICATION

- A. Candidates for National Board Certification may be exempt from participating in any District inservice during their candidacy upon approval of the principal. However, at least one inservice day mutually agreed to by the teacher and principal shall be eligible for use for National Board Certification. Candidates must meet any and all State requirements in maintaining their current licensure.
- B. Each candidate who completes the submission requirements to be considered for National Board Certification shall earn 120 inservice points.
- C. The Superintendent and CTA President shall each appoint three persons to a committee to develop strategies to promote National Board Certification in Columbia County.

**TEACHER ASSIGNMENT/RETENTION
TO SCHOOLS GRADED “F”
Effective 2004-2005 School Year**

A bargained incentive supplement of \$800.00 will be provided for highly qualified, experienced teachers who would be willing to transfer to schools that have a current grade of “F” under the statewide grading system. This incentive will be paid upon completion of the academic school year at the “F” school with an overall evaluation of “outstanding” or “meets expectations” with no “unsatisfactory/below expectations.”

The following criteria must be met:

- Hold a professional certificate in the area of need
- Three (3) years of experience in the area of need
- Demonstrated outstanding educator with documented student learning gains to the satisfaction of the receiving principal
- An overall evaluation (most recent) of “outstanding” or “meets expectations” with no “unsatisfactory/below expectations”.

Additionally, a yearly incentive supplement of \$1200.00 will be paid for each teacher who completes the academic school year with an overall “meets expectations” or higher evaluation with no “unsatisfactory/below expectations” and returns to the same school for the next school year. This incentive supplement would be paid upon successful completion of the first six weeks of each school year for those meeting the qualifications.

Both the recruitment and retention incentives are in effect only for teachers transferring to or working at a school with an “F” grade on the statewide grading system.

Teachers assigned to these schools will be expected to work extra hours each school year involved in intensive school improvement activities to enhance student achievement as determined by the principal. These incentives will be available until the end of the 2006 academic year at which time this plan will be reviewed during the bargaining process for continuation purposes.

TERMS OF AGREEMENT

This agreement shall be effective as of July 1, 2010, and continue in effect through June 30, 2013. This agreement shall not be extended orally, and it is expressly understood and agreed that it and all terms and conditions therein, with the exception of the grievance procedure, shall expire on the date indicated.

Further, it is agreed that during the 2010-2011 school year the parties shall re-open this agreement for the purpose of negotiating the following for the 2011-2012 school year:

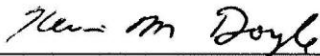
1. Article XVIII - Professional Compensation including Appendix "A" Salary, Salary Supplements and Insurance.
2. Up to three (3) articles selected from the contract per party.
3. Any item directly affected by acts of the Legislature or by decisions of the courts of competent jurisdiction.
4. Article XII- Teacher Assessment

Re-opened negotiations shall be in accordance with the negotiation procedure as set forth herein and shall include any issues being studied.

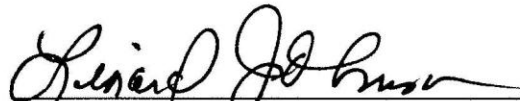
In witness whereof, the aforesaid parties have hereunto executed this agreement on the 4th day of April, 2011:

COLUMBIA TEACHERS' ASSOCIATION

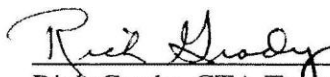
SCHOOL BOARD OF COLUMBIA CO.



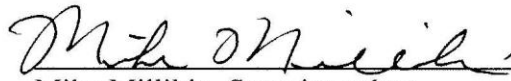
Kevin Doyle, President



Linard Johnson, Chairman



Rich Grady, CTA Team Chair



Mike Millikin, Superintendent



Betty Sauk, Chief Negotiator



Keith Couey, Chief Negotiator

**APPENDIX "A"
SALARY SCHEDULE
2010-2011**

STEP	ANNUAL SALARY
0	32,400
1	32,400
2	32,720
3	32,720
4	32,780
5	33,190
6	33,560
7	34,000
8	34,570
9	35,220
10	35,900
11	36,800
12	37,770
13	38,810
14	39,840
15	40,880
16	41,900
17	42,940
18	43,980
19	45,000
20	46,040
21	47,080
22	48,110
23	49,130
24	50,160
25	51,220
25A	52,250
25B	53,280
25C	55,450
25+G	56,040

ADD: \$2,800 FOR RANK II OR MASTER'S DEGREE
 \$3,950 FOR RANK I-A OR SPECIALIST DEGREE
 \$5,150 FOR RANK I OR DOCTORATE DEGREE

25	Recognizing 25 years of service
25A	25 years of Service prior to 7/1/2010
25B & C	25 years of service prior to 7/1/09
	Frozen step for those Receiving \$400 differential pay at 6/30/07 - no additions to this classification for 2007-08; 2008-09; 2009-10
25+G	

After bargaining for the 2010-2011 school year, Columbia Teachers Association and the Columbia County School District agree that salary is two full years (steps) behind years of service.

APPENDIX A

COUNTY SERVICE

Teachers who previously held a continuing contract or professional service contract within the Columbia County School District or any other Florida school district shall be granted a professional service contract by the district upon successfully completing a (1) one-year probationary period and administration recommendation. The probation period will be considered successful provided that the teacher receives evaluations which are all satisfactory or better in all competencies. The teacher must also meet state certification requirements by July 1st (after probationary year) to be eligible.

An annual contract teacher may be extended to four (4) years (as per Florida Statute 102.33) when prescribed by the district school board and agreed to by the employee at the time of reappointment. This agreement should clearly explain the cause or reason(s) for the extension.

APPENDIX A

JROTC:

JROTC teachers individually shall annually, at the time of ratification, have the option to elect either to be paid in accordance with the teacher salary schedule and to receive the same benefits as other teachers provided by the contract agreement between the School Board of Columbia County, Florida and the Columbia Teachers' Association or to receive an amount, which when added to their retired pay will equal the amount of their active duty pay, exclusive of hazardous duty pay and as verified by the responsible finance and account officer of Headquarters, 1st Infantry Division (Mech) and Fort Riley, Kansas.

COUNTY SERVICE

The maximum allowable experience for which credit may be given for placement on the salary schedule is 25 years. Five years credit will be given for active military duty.

Credit for teaching experience in private schools will be recognized in determination of salary status provided the private school was registered with the respective state department of education and accredited by a regional accreditation association at the time the teacher taught at the school. The respective state education directory shall be the official document for determining registration and accreditation. This shall have a prospective effect only.

All experience, including employment and military duty, must be officially

verified before credit may be given. Verification shall be the responsibility of the teacher and shall be reported on Columbia County School Board for #1045 (verification of experience) or on the official form of the previous employer with official seal of the institution affixed.

Teachers who previously held a continuing contract or professional service contract within the Columbia County School District will and teachers who previously held a continuing contract or professional services contract within any Florida school district may be eligible for a professional services contract upon successfully completing a one-year probationary period at the discretion of the Superintendent of Schools provided the teacher meets all State certification requirements.

Teachers hired in accordance with the above, will be compensated at the Continuing Contract/Professional Service contract rate on the approved salary schedule during the probationary period.

PEER

TEACHERS: Management hereby agrees that classroom teachers serving as peer teachers shall be provided release time from their teaching duties to make the classroom observations necessary for the completion of the formative and summative evaluations.

Payment for peer teacher responsibilities shall be paid at the end of the school year when the principal submits proper verification that the peer teacher responsibilities have been completed.

The stipend for Peer Teacher will be a Collective Bargaining item. The Committee recommends that the 196-day (Category 1 teacher) Peer receive \$500; the 90-student day (Category 2 teacher) Peer, \$250; and the 90-calendar day (Below Expectations Category 3 teacher) Peer, \$375. A National Board Certified Teacher may elect to waive payment in lieu of mentoring hours.

CIP and PIP packets and other necessary paperwork will be provided by The HRMD office.

TEC: Teachers participating in workshops scheduled beyond the regular school day/year shall be compensated at the rate of \$16.00 per hour or given comp time. Each participant shall have prior approval of the School Board.

SUMMER

INSTITUTES/WORKSHOPS/INSERVICE:

Teachers reserve the right to participate in any institute, workshop

or inservice activity for the purpose of re-certification or professional/enhancement whether the funding for compensation has been established or not, as long as space is available.

**SUMMER
SCHOOL:**

Salaries of teachers employed in Summer School in programs earning FTE will be compensated on an hourly rate based on the following formula:
 $1/196 \times \text{the teacher's respective current annual salary} \times 1/7.75$.

FLORIDA SCHOOL RECOGNITION PROGRAM

- School recognition funds must be determined jointly by the school's staff and school advisory council. F.S.(1008.36)
- A committee will be formed based on an open, written invitation to all school employees.
- The vote shall be by secret ballot.
- The committee will automatically include the teacher building representative.
- Once the committee develops options then the faculty and school advisory council will vote on receiving the school recognition funds. F.S.(1008.36)
- If the school staff and the school advisory council cannot reach an agreement by February 1, the awards must be equally distributed to all classroom teachers currently teaching in the school. F.S.(1008.36)
- School recognition awards must be used for the following:
 - (a) Nonrecurring bonuses to the faculty and staff
 - (b) Nonrecurring expenditures for the educational equipment or materials to assist in maintaining and improving student performance; or
 - (c) Temporary personnel for the school to assist in maintaining and improving student performance.

ESOL/READING SUPPLEMENT

- A. Teachers in Columbia County who hold an ESOL/Reading endorsement* or certification* shall be eligible for a one-time supplement under the following conditions.
- (1) A three hundred (\$300) supplement shall be paid to any teacher, one-time, if the teacher earned the endorsement in another county. Payment shall be paid upon completion of endorsement/certification documented on the Teaching Certificate by November 1 of each school year.
 - (2) Teachers who have earned the endorsement/certification while employed with Columbia County School District shall be eligible for a one-time supplement of \$800.00. Payment shall be paid upon completion of endorsement/certification documented on the Teaching Certificate by November 1 of each school year.
 - (3) Such supplements will be paid in December following the service requirement being met provided the teacher is actively employed with the Columbia County School Board. A teacher on leave shall not receive the supplement until they return from leave.
 - (4) Teachers must apply in writing to the HRMD office no later than November 1st to be eligible for the supplement in that year. Those who miss the qualifying deadline may apply to receive the money in the subsequent year. The HRMD office will supply the appropriate form.
 - (5) The amounts in this section may not be re-opened by the Columbia Teachers Association until the 2013-2014 school year.
- B. The District shall spend no more than \$20,000.00 in any given year on such supplements. If this amount is exceeded, those applying in excess will be paid the following year. Payments will be made in order of receipt of application.

*Endorsement/certification must be on the Florida certificate; documentation begins after endorsement/certification is placed on the Florida certificate.

MEMORANDA OF UNDERSTANDING
Negotiation Compensation/Restructuring

A Committee shall be formed consisting of an equal number of members appointed by the Association and the Superintendent to investigate the restructuring of the bargaining process and/or compensation of bargaining team members. All recommendations of the Committee will be advisory in nature and will not be binding on the Board or Association.

MEMORANDA OF UNDERSTANDING
CIT Chairpersons

The board and the association shall consider the appointment of a Physical Education CIT Chairperson. This decision will be based upon submission of an annual calendar of meetings, a formal agenda, minutes and other records documenting such need, and the recommendation of the Director of Curriculum, Assessment and Accountability.

All countywide CIT Chair positions will be closely monitored by district administration to determine continued need of their services.

MEMORANDA OF UNDERSTANDING

Quarterly insurance meetings will be held with representatives from each bargaining unit and administration.

MEMORANDA OF UNDERSTANDING

For the school year 2007-2008, Cross Point will be used only for six weeks grades, final grades and attendance.

MEMORANDA OF UNDERSTANDING

A joint committee consisting of three members appointed by the Superintendent and three members appointed by the Association will be formed to study the feasibility of early dismissal days for the 2008-2009 school year. A recommendation will be submitted to the school board for consideration prior to the close of the 2007-2008 school year.

MEMORANDA OF UNDERSTANDING

Three (3) representatives selected by the Association and three (3) administrators chosen by the Superintendent will help to determine which technology, software, etc. shall be used by the teachers on a daily basis.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding between the Columbia Teachers Association (CTA) and the Columbia County School Board (CCSB) is intended to memorialize the agreement regarding the implementation of the Educational Research and Dissemination (ER&D) program beginning in the 2007 school year.

The American Federation of Teachers Educational Research and Dissemination (ER&D) is a union-sponsored, researched-based professional development program. It is designed to deliver high quality professional development services by the local association with collaboration from their school district leadership. ER&D delivers scientifically based research in a focused, sustained framework that promotes the application of research-validated concepts and strategies.

It is understood and agreed to that for the 07-08 school year, ER&D trainers will in-service “new” teachers to the district, teachers in need, and other interested teachers.

Therefore:

- The total ER&D in-service will be 30 hours for a minimum of ten (10) people.
- There will be 10 sessions at 3 hours a session throughout the 07-08 school year
- Teachers attending will receive in-service points
- Both the District and CTA will send out notification with specific dates of attendance and locations for the trainings
- The ER&D trainers will receive the current Adult and Community Schools instructional rate of pay for a total of 40 hours, which will include preparation time and actual teaching time.
- A National Board Certified Teacher may elect to waive payment in lieu of mentoring hours.

MEMORANDA OF UNDERSTANDING

COMPENSATORY TIME COMMITTEE GUIDELINES

- 1 The Board will maintain a reasonable list of substitutes and provide funds for adequate purchase of substitute time.
- 2 Documentation of accrued time will be the responsibility of the teacher and/or school designee. Comp time carries over from year to year and can be transferred between campuses.
- 3 To be earned comp time MUST be requested in advance and approved by the Supervisor prior to the event, unless an emergency situation arises. (Comp time earned may vary at elementary and secondary.)
- 4 Comp time will be earned when a teacher:
 - a. Is required to sit with students during the regular scheduled lunchtime.
 - b. Subs in a classroom.
 - c. Teaches an extra class (6 out of 6 classes) without pay.
 - d. Helps with the on field Graduation Ceremony.
 - e. Is required/requested to attend an activity beyond the contract day.
 - f. Is required to prepare and/or write an IEP (ESE teachers only) beyond the 7 ½ hour work day (7 ¾ Columbia High School per SIG Grant)
- 5 A teacher who has accrued ½ day of compensatory time in any semester may request to not substitute again. Every effort will be made to honor such requests.
- 6 Comp time may be used during the school day when agreed upon by both parties and the overall operation of the school is not adversely affected. Also, comp time may be used in an emergency situation, at the principal's discretion. Teachers have the option of using comp time in lieu of sick leave. Every effort will be made to approve such time as requested by the teacher.
7. The items listed below were agreed upon in regards to using teachers as substitutes by the committee:
 - g. Every effort should be made to secure subs for full day teacher absences.
 - h. Allow teachers to volunteer and make available to school secretary those names.
 - i. Use paraprofessionals instead of instructional personnel when feasible.
 - j. Explore the feasibility of rewarding teachers for their good attendance.
 - k. Be cognizant of ESE staff preparing, writing and evaluating IEP's.
8. The items listed below are examples of when comp time is not earned:
 - a. Teacher initiated fieldtrips

- b. Attending dances-when not acting as official chaperone.
 - c. Booster activities.
 - d. Working in classroom after school hours.
 - e. Eating lunch with students while on a fieldtrip.
 - f. Activities associated with supplemental positions.
9. The compensatory time/substitute committee shall continue until the parties agree to discontinue the committee.

**TEACHER RECRUITMENT & RETENTION
COLUMBIA HIGH SCHOOL – SCHOOL IMPROVEMENT GRANT
Effective 2010-2011 School Year**

RECRUITMENT

A bargained incentive supplement of \$1000.00 will be provided for highly qualified, experienced teachers who transfer to Columbia High School. Only new hires or transfers to Columbia High School are eligible for the recruitment incentive. In order for an applicant to qualify for the recruitment incentive the following must be met:

- Teacher must hold a professional certificate in Math, Reading or English/Language Arts.
- Two (2) years experience in their subject area: Math, Reading, English/Language Arts.
- A demonstrated outstanding educator with documented learning gains of a minimum of 45 percent of students over the past two years on the appropriate content area of the FCAT (or comparable state or national test).
- An overall evaluation of “Very Effective” or Satisfactory” (or comparable for other evaluation forms) with no “Needs Improvement” or “Unsatisfactory” in any area of the evaluation.

Teachers who do not meet the criteria for the recruitment incentive may be hired, but they would not be eligible for the recruitment supplement.

RETENTION

Demonstrated outstanding educators who are classroom teachers assigned to Columbia High School for the 2009-2010 school year will be eligible for a retention incentive supplement of \$1200.00. To be eligible for the retention supplement teachers must meet the following criteria:

- The teacher must have been a classroom teacher in Reading, English or Math at Columbia High School for 90 days or more in the 2009-2010 school year.
- The teacher must have an overall evaluation of “Very Effective” or “Satisfactory” with no “Needs Improvement/Unsatisfactory” in any area of the evaluation.
- A minimum of 45 percent of the teacher’s students (for the 2009-2010 school year) must have the appropriate content area of the FCAT (Reading score for Reading and English teachers; Math score for Math teachers).
- Algebra 1 teachers and Reading, Language Arts, Math teachers of FCAT Retake students will receive a \$50.00 bonus for each student receiving a passing score on the end of course exam or the FCAT Retake (up to \$1200.00).

The recruitment and retention supplements will be paid upon completion of the school year at Columbia High School.

The intent by the Columbia County School Board/Columbia Teachers Association is not to exceed the total grant allocation. If the School Improvement Grant is insufficient then both sides will return to modify the agreement.

The School Improvement Grant Committee will reconvene when necessary.

This agreement will expire June 30th 2011.

**TEACHER SIG GRANT BONUS
COLUMBIA HIGH SCHOOL – SCHOOL IMPROVEMENT GRANT
Effective 2010-2011 School Year**

Teachers who are assigned to Columbia High School for the 2010-2011 school year will be eligible for an incentive supplement for up to \$1000.00 if the FCAT results for CHS indicate the school grade qualifies the school for at least a “C”. To be eligible for the SIG bonus teachers must meet the following criteria.

- The teacher must have been a teacher at Columbia High School for 90 school days or more in the 2010-2011 school year. This includes guidance counselors, math, science or reading coaches or any certified teacher who is part of the bargaining unit.
- The teacher must have an overall evaluation of “Very Effective” or “Satisfactory”.

The bonus will be paid upon completion of the school year or when Columbia High School’s Grade is announced by the Florida Department of Education.

Memorandum of Understanding

This memorandum of understanding, dated the 9th day of August, 2010, is intended to memorialize the agreement between the Columbia County School District (CCSD) and the Columbia Teachers Association (CTA) with regard to adding negotiated Supplements to the Master Contract beginning in the 2011-2012 school year.

It is understood and agreed that:

- These supplements are intended to comply with mandated gender equity issues
- Enhance the overall supervision of athletes who participate in these sports
- Encourage more athletes to participate in both individual and team sports

Therefore, it is agreed to that:

- For the 2011-2012 school year the following negotiated and agreed to supplements will be added to the Supplement Schedule of the Master Contract: (2) Varsity Flag Football Head Girls Coaches, (2) Varsity Flag Football Assistant Girls Coaches, (2) Varsity Volleyball Assistant Coaches, (2) Varsity Track Assistant Boys Coaches, (2) Varsity Track Assistant Girls Coaches
- These supplements will be ratified contingent upon the necessary and appropriate funding from Tallahassee
- The Supplement Committee and the Negotiating Teams from CTA and CCSD will meet to determine if funding is available to implement these supplements

MEMORANDA OF UNDERSTANDING Supplemental Positions

- I. Accept Association Supplemental language attached. This language is to become a part of the Collective Bargaining Agreement.

- II. Accepting Superintendent's supplemental reduction with the following stipulations:

Those supplements targeted are held in abeyance until such time that the Superintendent and the Association President agree to renew the supplement for legal, health, or safety reasons. Instructional personnel in positions that are to be held in abeyance shall continue for the 2003-2004 school year and will be advised that such position will be eliminated for the 2004-2005 school year. Beginning with the 2004-2005 school year such positions shall be deleted from the Supplemental Salary Schedule unless the Superintendent and Association President agree to continue such positions.

SUPPLEMENTS

- A. Compensation will be subject to renegotiation each year and the result will be appended to and be made a part of this Agreement.

- B. Supplemental positions are time-limited appointments. Supplemental positions are listed in the Salary Schedule. Supplemental vacancies shall be posted for seven (7) calendar days. The vacancy notice may include but not be limited to the job title, an outline of the responsibilities, list of activities occurring outside the student day, amount to be paid, expectations and other desired attributes or goals.

1. Supplements shall be offered to interested and qualified teachers within the school district. Priority consideration shall be given to qualified teacher applicants from within the school where the vacancy exists.
 2. If there are no teachers interested and/or qualified, non-teacher personnel may be considered for supplemental vacancies.
 3. Should a teacher resign or otherwise be unable to complete the duties, the salary supplement shall be prorated.
 4. No individual shall hold more than three supplements without the mutual written agreement of both the Superintendent and the CTA President.
- C. Increase number of CIT's to six (6).

MEMORANDA OF UNDERSTANDING Supplement Schedule

A Committee shall be reactivated consisting of an equal number of members appointed by the Association and the Superintendent to establish an equitable supplemental pay schedule. The Committee shall select its own officers and prepare its recommendations for the Board and Association negotiation teams. The Committee's recommendations shall include positions to be included, number of positions, and compensation as agreed upon through the negotiation process. All recommendations of the Committee will be advisory in nature and will not be binding on the Board or Association.

Instructional Bonus

Along with the attached salary scale, all instructional personnel will receive a \$250.00 bonus for the 2009-2010 school year.

MEMORANDA OF UNDERSTANDING

This memorandum is an agreement between the Columbia County School Board and The Columbia Teachers Association (CTA) in regard to teachers serving in the capacity as "supervisory teachers."

Currently:

- Students are assigned to certified teachers (supervisory teachers) who do not teach these students in their classrooms. These assigned students may be in a Drop Out Prevention (Compass Learning Lab), a Credit Recovery class or another assigned class, or similar program.

- These selected students are then placed on the roll of a supervisory teacher and appear on the district's database and receive a report card with the supervisory teachers' name as if they were in the supervisory teacher's class.

Therefore:

- This agreement is an understanding by both parties that the teacher in the classroom or learning lab where instruction is taking place will be held responsible now and in the future as the teacher responsible for student supervision and enrollment purposes thereby releasing the supervisory teacher from any responsibility of those students.

MEMORANDUM OF UNDERSTANDING

Committee to Study Distribution of Paychecks

A committee composed of three (3) CTA representatives and three (3) CCSB representatives will meet to discuss the feasibility of how paychecks are distributed to employees. This will include options of 24 paychecks and/or 26 paychecks. The committee's recommendations will be brought back to both the CTA and the CCSB bargaining teams no later than December 1, 2009. Any changes in how paychecks are distributed will take place at the start of the 2010-2011 school year.

Calendar Committee

A school calendar committee shall meet to establish a calendar for each school year. The CTA President or designee shall appoint up to three (3) representatives to the committee.

When the committee finalizes the proposed calendar, both bargaining teams will meet to discuss it before it is sent to the School Board.

SUPPLEMENTS 2011-2012

<u>POSITION</u>	<u>LOCATION</u>	<u>LEVEL AMOUNT</u>
Flag Football – Head – G	Varsity (2)	\$1145
Flag Football – Assistant – G	Varsity (2)	\$965
Volleyball – Assistant – G	Varsity (2)	\$1400
Track Assistant – B	Varsity (2)	\$965
Track Assistant – G	Varsity (2)	\$965

These supplements will be ratified contingent upon the necessary and appropriate funding from Tallahassee.

CTA BENEFITS

Insurance: Board Contribution at \$5,500.00, for a total of \$397,600. An increase of \$284.50.

**SUPPLEMENTAL SALARIES
2010-2011**

POSITION	LOCATION LEVEL	AMOUNT
Athletic Director	High School (2)	\$3,095.00
Athletic Director	Middle School (3)	\$1,570.00
Baseball Coach	Varsity (2)	\$2,450.00
Baseball Coach	Jr. Varsity (2)	\$1,325.00
Baseball Coach	Middle School (3)	\$965.00
Baseball Coach Asst.	Varsity (2)	\$1,400.00
Basketball Coach - B	Varsity (2)	\$2,450.00
Basketball Coach - G	Varsity (2)	\$2,450.00
Basketball Coach - B	Jr. Varsity (2)	\$1,325.00
Basketball Coach - G	Jr. Varsity (2)	\$1,325.00
Basketball Coach - B	Middle School (3)	\$965.00
Basketball Coach - G	Middle School (3)	\$965.00
Basketball Coach Asst. - B	Varsity (2)	\$1,400.00
Basketball Coach Asst. - G	Varsity (2)	\$1,400.00
Bowling Coach	Varsity (2)	\$1,145.00
Cheerleading Sponsor	Varsity (2)	\$1,725.00
Cheerleading Sponsor	Jr. Varsity (2)	\$1,145.00
Cheerleading Sponsor	Middle School (3)	\$965.00
Cross Country Coach - B	Varsity (2)	\$1,225.00
Cross Country Coach - G	Varsity (2)	\$1,225.00
Dance Team Sponsor	Varsity (2)	\$1,725.00
Dance Team Sponsor	Jr. Varsity (2)	\$1,145.00
Dance Team Sponsor	Middle School (3)	\$965.00
Flag Corp Sponsor	Varsity (2)	\$800.00
Football Coach - Head	Varsity (2)	\$3,355.00
Football Coach - Head	Jr. Varsity (2)	\$2,250.00
Football Coach - Head	Middle School (3)	\$1,145.00
Football Coach - Asst.	Varsity (10)	\$2,250.00
Football Coach - Asst.	Jr. Varsity (6) 3-CHS/3-FWHS	\$2,250.00
Football Coach - Asst.	Middle School (3)	\$965.00
Golf Coach - B	High School (1) CHS only	\$1,250.00
Golf Coach - G	High School (1) CHS only	\$1,250.00
Soccer Coach - B	Varsity (2)	\$2,450.00
Soccer Coach - G	Varsity (2)	\$2,450.00
Soccer Coach - B	Jr. Varsity (2)	\$1,325.00
Soccer Coach - G	Jr. Varsity (2)	\$1,325.00
Soccer Coach - B	Middle School (3)	\$965.00
Soccer Coach - G	Middle School (3)	\$965.00
Soccer Coach Asst. - B	Varsity (2)	\$1,400.00
Soccer Coach Asst. - G	Varsity (2)	\$1,400.00
Softball Coach	Varsity (2)	\$2,450.00
Softball Coach	Jr. Varsity (2)	\$1,325.00
Softball Coach	Middle School (3)	\$965.00
Softball Coach Asst.	Varsity (2)	\$1,400.00

Swimming Coach	High School (1) CHS only	\$1,775.00
Swimming Coach Asst.	High School (1) CHS only	\$1,080.00
Tennis Coach - B	High School (1) CHS only	\$1,325.00
Tennis Coach - G	High School (1) CHS only	\$1,325.00
Track Coach - B	High School (2)	\$2,000.00
Track Coach - G	High School (2)	\$2,000.00
Volleyball Coach	Varsity (2)	\$2,450.00
Volleyball Coach	Jr. Varsity (2)	\$1,325.00
Volleyball Coach	Middle (3)	\$965.00
Weightlifting Coach – B	High School (2)	\$1,515.00
Weightlifting Coach – G	High School (2)	\$1,515.00
Weightlifting Coach Asst. – B	High School (2)	\$1,325.00
Weightlifting Coach Asst. – G	High School (2)	\$1,325.00
Wrestling Coach	Varsity (2)	\$1,975.00
Wrestling Coach	Jr. Varsity (2)	\$1,325.00
Wrestling Coach	Middle School (2) 1-LCMS/1-RMS	\$965.00
Student Activities Director	High School (2)	\$3,095.00
Band Director	High School (2)	\$3,850.00
Band Director	Middle School (2)	\$2,340.00
Chorus Director	High School (2)	\$1,420.00
Chorus Director	Middle School (2)	\$760.00
Drama Coach	High School (2)	\$870.00
Yearbook Sponsor	High School (2)	\$990.00
Yearbook Sponsor	Middle School (2) 1-LCMS/1-RMS	\$560.00
ROTC	High School (3) CHS only	\$1,145.00
CIT Chair	Countywide (6)	\$1,000.00
FFA Sponsor	Middle School (3)	\$750.00
FHA Sponsor	Middle School (3)	\$750.00
Student Council Sponsor	Middle School (3)	\$560.00
SAC Chairpersons	1 Per School (13)	\$675.00
Special Olympic Coaches	Countywide (10)	\$300.00
Special Olympic Coordinator	Countywide (1)	\$600.00
Class Sponsor – Senior	High School (2)	\$670.00
Class Sponsor – Junior	High School (2)	\$650.00
Class Sponsor – Sophomore	High School (2)	\$275.00
Class Sponsor – Freshman	High School (2)	\$275.00
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*Contingent upon availability of grant funding.