

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY

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SCHOOL BOARD:

District I Patricia Carroll
District II Kathleen Curatolo, Chairperson
District III Steven Donovan, Vice Chairperson
District IV Linda Abbott
District V Dick Bruce

SUPERINTENDENT:

Raymond J. Baker

SCHOOL BOARD'S 2006 COLLECTIVE BARGAINING TEAM:

Michele LaBute, Chief Operational Officer
Allun Hamblett, Executive Director/Human Resources
Ken Fairbanks, Principal, LHS
Ron Miller, Principal, BCH

THE COLLIER COUNTY EDUCATION ASSOCIATION

6710 Lone Oak Boulevard, Naples, FL 34109
Phone: (239) 592-7773

2006/07 OFFICERS AND STAFF:

President	Von Jeffers (CCEA Office)
First Vice President	Emily Larsen (Naples Park Elementary)
Second Vice President	Lisa Hicks (Corkscrew Middle)
Secretary/Treasurer	Daniel Johnson (Lely High)
District 1 Vice President	Gerry Shadley (Manatee Elementary)
District 2 Vice President	Vacant
District 3 Vice President	Marilyn Huff (Oakridge Middle)
District 4 Vice President	Susan Withstandley (Corkscrew Elementary)
District 5A Vice President	Laura Marzano (The Learning Center)
District 5B Vice President	Tess Willbur-Williams (Palmetto Ridge High)
District Vice President (At Large)	Katrina Canady (Manatee Elementary)
MAC Representative	Mary Linda Sanders-Winn (Golden Gate High)
Executive Director	Jonathan Tuttle (CCEA Office)
Member Rights Advocate	Lyle Farmar (CCEA Office)
Office Manager	Leslie Prosser (CCEA Office)
Accounts Manager	Judy Ketrow (CCEA Office)
Secretary/Receptionist	Nicole Rizzolo (CCEA Office)

CCEA's 2006 COLLECTIVE BARGAINING TEAM:

Cal Boggess, Spokesperson (Corkscrew Middle)
Louis Grossi (Everglades)
Daniel Johnson (Lely High)
Emily Larsen (Naples Park Elementary)
Laura Marzano (The Learning Center)
Cheryl Tanner (Vineyards Elementary)
Dave Tanner (Golden Gate High)
Von Jeffers, President (CCEA Office)
Jonathan Tuttle, Executive Director (CCEA Office)
Lyle Farmer, Member Rights Advocate (CCEA Office)

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PREAMBLE

WHEREAS, this Agreement is entered into in good faith between the School Board of Collier County, Florida, hereinafter referred to as the BOARD, and the Collier County Education Association, (the exclusive bargaining representative for teaching personnel) hereinafter referred to as the ASSOCIATION;

WHEREAS, the parties recognize teaching as a profession requiring specialized educational skills and qualifications;

WHEREAS, the ASSOCIATION recognizes the authority of the BOARD for the determination of educational policy;

WHEREAS, the BOARD recognizes the value of advice of the professional staff in the development of its educational goals;

WHEREAS, the BOARD and the ASSOCIATION recognize the importance of the optimal utilization of the abilities of the professional staff;

NOW THEREFORE, in consideration of the foregoing and of the covenants hereinafter set forth, the BOARD and the ASSOCIATION do hereby agree as follows:

ARTICLE 1--RECOGNITION/DEFINITIONS

1.01 The BOARD recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative for those EMPLOYEES listed in Section 1.02. Amendments to the bargaining unit represented by the ASSOCIATION shall be made in accordance with Florida Statute 447 and/or the rules of the Public Employees Relations Commission.

1.02 Such EMPLOYEES include:

Chapter I Resource Specialist
Dropout Prevention Counselor
Dropout Prevention Counselor and Career Specialist
Guidance Counselor
Hearing Impaired Clinician
Media Specialist
Occupational Specialist
Program Specialist
Speech and Language Clinician
Teacher
Visual Clinician

This statement shall not, by implication, affect or cover any other employee of the BOARD, but rather, all present employees are expressly excluded. However, any new classifications shall neither be included or excluded automatically.

1.03 The following terms within this AGREEMENT shall have the following meaning:

1.031 "EMPLOYEE(S)" shall refer to any personnel of the School Board of Collier County, Florida, listed in 1.02 of this AGREEMENT excluding part-time employees.

1.032 "BOARD" shall refer to the School Board of Collier County, Florida.

1.033 "ASSOCIATION" shall refer to the Collier County Education Association.

1.034 "SUPERINTENDENT" shall refer to the chief executive officer and secretary of the School Board of Collier County, Florida.

1.035 "SUBSTITUTE EMPLOYEE" shall refer to an individual hired on a day-to-day basis or to replace an EMPLOYEE on BOARD-approved leave of less than ninety (90) work days within the school year or to replace an EMPLOYEE who has resigned with less than ninety (90) work days remaining in the school year or contracted under the provisions of 6.061 in Article 6—ASSIGNMENT AND TRANSFER.

1.036 "Temporary Employee for Office of Civil Rights Compliance" shall refer to an individual hired for an unspecified period of time to hold a position as a result of OCR compliance. Said individual shall be placed on annual contract with no expectation of additional employment beyond the time a minority EMPLOYEE is hired and placed in the position. Such temporary EMPLOYEES shall be issued annual contracts which establish eligibility for normal benefits as members of the bargaining unit. The annual contract may be terminated for no cause.

1.037 "Part-time Employee" shall refer to an individual employed for less than 50% time per week or an individual who is contracted for fewer than 60 consecutive work days in the same fiscal year of the school district.

1.038 "Principal" shall refer to the administrator to whom the EMPLOYEE is responsible at the EMPLOYEE's school or work site. The Principal may designate an assistant principal or dean for this purpose.

1.039 "AGREEMENT" shall refer to the full and complete agreement between the BOARD and the ASSOCIATION, duly signed and ratified, as set forth in this document.

ARTICLE 2--NEGOTIATION PROCEDURE

- 2.01 It is understood and agreed to by both parties that this contract represents their full and entire agreement. It may be changed only through the voluntary mutual consent of the parties, in written and signed amendment(s) to this AGREEMENT. The process for submitting and seeking approval of a proposed waiver of any portion of this AGREEMENT shall be as follows:
- 2.011 When individual School Advisory Councils (SAC's) submit their School Improvement Plan (or future amendments to their plan) to the Central Steering Committee, some provisions may require a waiver of this AGREEMENT between the ASSOCIATION and the BOARD. In these instances, each waiver must be voted on by the faculty, using a written ballot, and the numerical results forwarded to the ASSOCIATION and the BOARD, each of which will have the option of approving or rejecting the waivers. Such balloting regarding proposed waivers shall be submitted to the faculty in open meeting by a faculty representative of the SAC selected by the SAC. The decision on approval or rejection of the waivers must be forwarded to the other party within twenty (20) teacher contract days of receipt of the local faculty vote on each waiver.
- 2.012 In regard to any language waiver obtained by the ASSOCIATION and the BOARD, it must be in writing and must specify the contractual provision(s) waived, the nature and duration of the waiver and the EMPLOYEES affected by the waiver. The waiver, if granted by both the ASSOCIATION and BOARD, will be considered an addendum to the AGREEMENT; and any dispute as to its interpretation or application will constitute a grievance within the meaning of Article 8 of this AGREEMENT.
- 2.013 Except to the extent waived pursuant to the sections noted above, this AGREEMENT will remain in full force and effect and will have full application to all EMPLOYEES who are affected by the waiver in the School Improvement Plan.
- 2.02 This AGREEMENT shall be in harmony with Florida Statutes and Florida State Board of Education Rules. Any change in or amendment to the appropriate section of Florida Statutes and/or Florida State Board of Education Rules, occurring during the lifetime of this AGREEMENT, shall control, from and after the effective date of such change and/or amendment; and the terms of this AGREEMENT shall thereafter be construed and performed in compliance with such change and/or amendment.
- 2.03 Any provision of BOARD policy that is in force and effect on the day this AGREEMENT is signed, and which is NOT by specific reference made a part of this AGREEMENT, may be amended unilaterally by the BOARD in the manner provided for by law.
- 2.04 The parties agree that their representatives shall have the authority and power to negotiate in good faith. Upon completion of these negotiations, the tentative agreements signed by the teams designated by each party shall be supported by the respective representatives throughout the ratification process. Ratification by a majority of the BOARD and by a majority of the membership of the bargaining unit voting shall be required before the AGREEMENT is binding on the parties.
- 2.05 Negotiations shall commence no later than May 1 of each year. During the term of this AGREEMENT, each party may open negotiations on Article 12 (including the referenced appendices) only. Negotiation proposals shall be submitted at a mutually acceptable time prior to the commencement of negotiations.

ARTICLE 3--RIGHTS AND RESPONSIBILITIES

- 3.01 It is the responsibility of the EMPLOYEE to report promptly to the Personnel Office any change in name or address.
- 3.02 It is the responsibility of all EMPLOYEES to provide supplementary student progress reports at the request of a parent, guardian or the Principal. Interim student grades shall be provided for all students. Students being considered for retention in grades K-8 shall be provided student interim progress reports according to Pupil Progression Plan procedures.
- 3.03 The ASSOCIATION faculty representative shall be given an opportunity at each building faculty meeting to present a brief report and announcements. The Principal shall have the right to limit these reports to a reasonable time.
- 3.04 The ASSOCIATION may be permitted to transact official ASSOCIATION business at any school center before or after the official student day at each center. ASSOCIATION meetings conducted on duty days when students are not in attendance shall be held either during the first thirty (30) minutes of the work day or the last thirty (30) minutes of the work day. If such business is a meeting requiring use of any portion of the school center, the approval of the Principal shall be obtained first. These meetings shall in no case exceed two each calendar month. Upon request, such meetings shall be announced in the daily school bulletin where said bulletin exists and may be announced by a CCEA representative over the school public address system either prior to the beginning of or following the conclusion of the student day.
- 3.05 The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on appropriate and specifically assigned bulletin board space. Bulletin board space shall be provided in each school building. ASSOCIATION representatives shall have the right to use EMPLOYEE mailboxes for distribution of communications to members of the bargaining unit. A complimentary copy of all items which are to be either posted or distributed shall be provided to the building Principal and the Office of the SUPERINTENDENT at the time of said posting or distribution.

The rights granted in this provision shall apply only to the Collier County Education Association as the exclusive bargaining agent for the EMPLOYEES as limited by state and federal law. These rights shall not be granted to any other union prior to the filing of a petition to intervene. The granting of this right of exclusivity to the Collier County Education Association will, in no way, infringe upon the rights of the individual EMPLOYEE.

- 3.06 School system materials shall not be consumed for personal or ASSOCIATION activities. School system equipment may be used at the school site for ASSOCIATION activities with prior approval by the Principal or his designee.
- 3.07 Upon receipt of the proper written authorization from the EMPLOYEE, the BOARD agrees to and shall deduct from the salary due each EMPLOYEE payments for:
- a. Mutually approved group insurance plans
 - b. Deferred compensation plans
 - c. Professional dues (when deducted as a joint sum) so long as the distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The form to be signed by each EMPLOYEE shall be as per Appendix H, attached hereto and made a part of this AGREEMENT by this reference.
 - d. Uniform ASSOCIATION assessments so long as distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The ASSOCIATION shall hold the BOARD harmless in any matter involving ASSOCIATION assessments. However, mutually agreed upon efforts will be made to adjust erroneous assessments from future paychecks.
 - e. Suncoast Schools Federal Credit Union
 - f. United Way

Such monies shall be remitted to the proper recipient(s) thereof. The BOARD reserves the right to charge a reasonable fee for such services.

3.08 The BOARD agrees to furnish to the ASSOCIATION, in response to reasonable requests, the following:

- a. Annual finance reports and audits
- b. Directory of EMPLOYEES
- c. Budget proposals as presented to the BOARD by the SUPERINTENDENT
- d. Pupil enrollment, membership and attendance data
- e. Copy of BOARD rules and changes
- f. BOARD packet made available when released to the media

The ASSOCIATION agrees upon request to provide the SUPERINTENDENT with all information filed with the Public Employees Relations Commission.

Either party shall have the right to seek and have made available from the other additional information which is not of a privileged or confidential nature. Written request shall be made, with reply within ten work days.

The BOARD reserves the right to charge a reasonable fee for document requests pursuant to BOARD policy.

3.09 Two members of the ASSOCIATION, chosen by the ASSOCIATION President, shall be permitted to attend meetings of the BOARD, without loss of pay, provided any expense for a needed substitute shall be paid by the ASSOCIATION. The President shall notify the SUPERINTENDENT and the EMPLOYEES' Principal(s) in writing, by e-mail or fax 48 hours in advance of attending the meeting.

3.10 The Executive Board of the ASSOCIATION and the SUPERINTENDENT shall meet upon the request of either at a mutually agreed upon time and place during the school year to review and discuss current school problems and practices.

3.11 Faculty Advisory Council (FAC)

A Faculty Advisory Council (FAC) shall be established at each school center for the purpose of acting as an advisory group to the School's administration. One (1) EMPLOYEE from each recognized department or team shall be elected by the members of such department or team to serve on the FAC. The FAC and Principal shall meet upon the request of either at a mutually agreed upon time. The agenda for any meetings of the FAC with the Principal shall be the responsibility of the requesting party. At the outset of the meeting, the invited party shall have the right to add items to this agenda after all items originally submitted for the agenda have been addressed. Minutes of all meetings of the FAC and Principal shall be the responsibility of the EMPLOYEES serving on the FAC.

3.12 As to any committee established by the SUPERINTENDENT or BOARD relevant to teaching conditions on which it is appropriate to have EMPLOYEES, the ASSOCIATION shall name such EMPLOYEES, provided, however, that nothing herein shall prevent the naming of additional EMPLOYEES by the SUPERINTENDENT to said committee. Names for committee membership shall be submitted by the ASSOCIATION within ten (10) work days of receipt of the request from the Office of the SUPERINTENDENT.

An annual school calendar committee shall be formed within the guidelines stated herein. Should discussion of a proposed calendar be desired by either the SUPERINTENDENT or the ASSOCIATION, such discussion shall be conducted prior to BOARD approval.

3.13 The private and personal life of an EMPLOYEE is not the appropriate concern of the BOARD, except to the extent it may interfere with the EMPLOYEE's responsibilities to and relationships with pupils, parents and/or school personnel.

3.14 When a conference is held primarily for the purpose of EMPLOYEE discipline, the EMPLOYEE shall have the right to the presence of a union-representative witness of his/her choosing. The EMPLOYEE may request and be granted a delay of 48 hours for said meeting except in the case of an emergency. For purposes of this provision, discipline includes a verbal or written reprimand or a recommendation for suspension or termination.

3.15 Student Discipline

When the gravity of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom unacceptable, an EMPLOYEE may exclude a student from his class until the student has been seen by the appropriate administrator and corrective action, if warranted by the administrator, has been taken and communicated to the teacher through email, face-to-face communication, or a copy of the discipline referral. The referring teacher must communicate the nature of the offense to the appropriate administrator/designee at the earliest practicable moment and provide a written referral by the end of the contract day. It is understood that without timely communication, the administrator may be unaware of the gravity of the offense and return the student to class.

3.16 An EMPLOYEE may request reimbursement for damage or destruction of personal property resulting from an illegal action against an EMPLOYEE while he is engaged in the performance of his duties. Such request may not be made for damage or destruction to the home of the EMPLOYEE. An EMPLOYEE may request reimbursement to his auto up to a maximum of \$500 toward the EMPLOYEE's personal auto deductible only if it is proven that damage to his auto occurred on school property as a result of student vandalism when the EMPLOYEE is working in an official capacity.

The granting or denial of the EMPLOYEE's request shall be at the discretion of the SUPERINTENDENT or his designee and not subject to the provisions of the grievance procedure.

3.17 An EMPLOYEE's assessment shall not be affected nor shall any disciplinary action be taken or formal investigation conducted by school district personnel on the basis of a complaint unless the EMPLOYEE is first informed of the complaint and the name of the person making the complaint (if the name is known). Prior to issuing an affected assessment, written reprimand or recommendation for suspension or termination due to such complaint, the investigator shall request that the individual who made the complaint participate in a conference with the EMPLOYEE and the investigator. Nevertheless and notwithstanding anything else contained herein to the contrary, no evidence or information obtained from such a complaint may be excluded or challenged as inadmissible in any hearing, grievance or disciplinary proceeding of any type solely because the EMPLOYEE was not first informed of the existence and nature of the complaint prior to an investigation being initiated by the BOARD through its proper representatives.

3.18 EMPLOYEES shall be entitled to free admission to school sponsored athletic events within the Collier County School District which are below the tournament level. The EMPLOYEE shall be responsible for providing an official DISTRICT identification badge in order to gain admission.

3.19 Physical and Psychological Examinations and Tests

The cost of all physical, psychological or psychiatric tests or examinations taken by EMPLOYEES at the request or order of the SUPERINTENDENT or his designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the BOARD.

At all times, the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the EMPLOYEE from a list provided by the SUPERINTENDENT or his designee.

An EMPLOYEE shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the EMPLOYEE's choosing. The cost shall be borne by the EMPLOYEE. When the option is exercised, the additional opinion shall be attached to any other medical opinion under consideration with respect to disciplinary action against the EMPLOYEE except as noted in 11.023.

3.20 Any incident of harassment upon an EMPLOYEE by an administrator shall be grounds for a formal grievance in accordance with Article 8 exclusive of the right to proceed beyond Level II of the grievance procedure. Final responses to the Level II disposition shall not be required.

ARTICLE 4--WORKING CONDITIONS

4.01 The BOARD and the ASSOCIATION acknowledge that the EMPLOYEE's primary responsibility is to teach and that his/her energies should be utilized to that end. If extra duties need to be assigned, they will be on a voluntary basis first and then on a rotational basis as determined by the Principal. Any concerns would be addressed by the FAC.

4.02 The EMPLOYEE Work Day/Work Week

4.021 The EMPLOYEE work day shall consist of 7 1/2 hours, except as noted below with times being set by the Principal with the approval of the SUPERINTENDENT.

4.022 The teacher's 37.5 hour work week shall include 250 minutes of planning/preparation time within the student day to the greatest extent possible. Exceptions to this 250 minute weekly time within the student day should be addressed by the Faculty Advisory Council. Assignments shall not be made by Principals that infringe on the EMPLOYEE's daily block of planning/preparation time except for emergencies or other unforeseen circumstances or with the EMPLOYEE's approval.

For Workforce Education teachers, the 250 minute weekly planning time may occur before and/or after the student day.

4.023 EMPLOYEES teaching at a middle or high school that follows a seven period day shall receive a planning period within the student day of no less than forty-five minutes per day or 225 minutes per five day week. In addition, these employees shall have a block of 25 minutes of contract time before or after the student day on one day per week as planning/preparation time.

4.024 The work day for high school EMPLOYEES may be extended by the Principal up to thirty (30) minutes per month for the purpose of conducting meetings. Unless emergency conditions exist, the Principal shall provide forty-eight (48) hours notice to call said meetings.

4.025 Both parties to this AGREEMENT recognize that increased faculty involvement is positive but causes problems with available work time. Principals will work closely with EMPLOYEES in developing schedules for meetings in order that work time is efficiently utilized, with as little infringements on planning time as possible.

4.03 Each EMPLOYEE, excluding Workforce Education EMPLOYEES, shall be allowed to leave school twenty (20) minutes prior to the end of the 7 1/2 hour teacher work day on those days when students are in attendance but not in attendance the following day or on a day when a meeting will be held in the evening at which the EMPLOYEE will be in attendance. EMPLOYEES in schools in which the schedule does not provide for 20 minutes between the end of the student day and end of the teacher work day may arrive at work 20 minutes later on the above referenced days. Consideration will be given to exempting middle and high school EMPLOYEES who teach all blocks and periods in the student schedule from extra-duty assignments. EMPLOYEES assigned to Immokalee and Everglades City Schools shall be allowed to leave school immediately following student dismissal in accordance with the above conditions. Under no circumstances shall an EMPLOYEE be allowed to leave prior to student dismissal under this provision.

Workforce Education EMPLOYEES: On the day preceding non-student days, EMPLOYEES may leave school fifty (50) minutes prior to the end of the regular 7 ½ hour teacher work day or after their scheduled student dismissal time, whichever is later. EMPLOYEES whose scheduled student dismissal time is later than the fifty (50) minutes may use the difference by leaving early after their scheduled student dismissal time within five (5) working days and with the permission of the building administrator or his/her designee.

Unless excused by the Principal, EMPLOYEES shall attend open house/parent nights and/or graduation exercises and contract make-up days (e.g. "hurricane days," etc.). The Principal shall

designate and provide three (3) days notice for such meetings. EMPLOYEES will not be required to attend more than three such meetings per year. Attendance at meetings or school activities held on Saturdays or Sundays, exclusive of graduation exercises, shall not be obligatory for EMPLOYEES.

Early release days: The provisions of subsection 4.03 do not apply to early release days.

4.04 EMPLOYEES required to conduct parent conferences at locations other than their regular school(s) of assignment may do so at times outside of their normal 196-day contract year and the 7.5 hour work day. EMPLOYEES shall be compensated for all time expended in conducting such parent conferences, including travel time, at the rate of \$20 per hour. Every effort shall be made to provide a safe environment for EMPLOYEES who are required to conduct home visitations.

4.05 EMPLOYEE INSERVICE

An EMPLOYEE shall regularly attend inservice and faculty meetings. Attendance at any inservice, faculty, or school-related meetings shall not be required beyond the normal 7 1/2 hour EMPLOYEE work day except as noted in 4.02, 4.03 and 12.11.

EMPLOYEES may attend inservice training of their choice upon receiving approval of their building Principal. Individual EMPLOYEES also may be assigned to attend specific inservice training by the Principal during the EMPLOYEE's regular contract period. EMPLOYEES are encouraged to submit inservice proposals to the Principal for review. Except in case of emergency, the subject of each inservice training will be provided to the faculty of each school center at least five (5) days prior to the commencement of the inservice training.

EMPLOYEES who are required to attend inservice training outside of their normal contractual year shall be compensated at their daily rate through an extension of contract. Furthermore, extension periods shall be either immediately succeeding or preceding the normal contractual year and shall be limited to three (3) days annually with written notice given ninety (90) calendar days prior to the beginning of the contract extension period. The SUPERINTENDENT may waive the requirement to attend at his discretion.

4.06 EMPLOYEES shall have access to the use of a telephone for professional use or to attend to family concerns. The telephone(s) designated for such purpose(s) shall be located in areas which provide a level of privacy. Only in emergency situations shall EMPLOYEES make or receive telephone calls while in charge of pupils. In no event shall an EMPLOYEE use telephone facilities to make business calls.

4.07 Workplace Safety

The BOARD and each EMPLOYEE shall be subject to the Workers Compensation provisions of Florida Statutes. Each EMPLOYEE shall report promptly in writing to the Principal any physical condition in the school which s/he considers to be potentially unsafe, hazardous, or unhealthy to students and/or EMPLOYEES in the school. If, after a reasonable period of time, the EMPLOYEE is dissatisfied with the Principal's response, s/he may contact the appropriate assistant superintendent for a review. The EMPLOYEE shall receive a response within a reasonable amount of time.

4.08 Lunch Periods

A lunch period of thirty-five (35) duty-free minutes shall be guaranteed for each EMPLOYEE on each student day. Circumstances may occasionally require a deviation from the "duty-free" concept. Such deviation, however, shall not require EMPLOYEES to remain with their students in the lunchroom unless emergency conditions exist. With prior approval of the Principal, EMPLOYEES may be permitted to leave the work site during their lunch period. EMPLOYEES shall be provided a lunch period of sixty (60) minutes when students are not in attendance.

4.09 Any case of verbal or physical assault upon an EMPLOYEE shall be reported promptly to the Principal. The Principal shall render reasonable assistance to the EMPLOYEE in connection with

handling of the incident by law enforcement authorities. Legal services may be provided at the discretion of the BOARD.

- 4.10 Any EMPLOYEE who believes that his/her teaching load is excessive or that classroom conditions are detrimental to students' learning should bring the concerns to the attention of the Principal. If, after a reasonable period of time, the EMPLOYEE is dissatisfied with the Principal's response, s/he may contact the appropriate assistant superintendent for a review. The EMPLOYEE shall receive a response within a reasonable amount of time.
- 4.11 Schedules for teacher work days which are beyond the 180-day student school year shall include the following (see also Appendix A):
- a. No less than four uninterrupted half-days shall be set aside to allow EMPLOYEES to work at their school site in preparation for the new student year. EMPLOYEES new to the district will be required to attend orientation sessions for up to two days outside of their regular contract. For the purposes of this provision, a "one-half (1/2) day" shall consist of no less than three (3) consecutive hours.
 - b. For schedules with four or fewer grading periods per year, no less than one (1) day shall be set aside for EMPLOYEES to work at their school site at the conclusion of each of the grading periods in order to complete the grade-reporting process, engage in planning and parent conferencing or prepare to close out the semester/school year. For schedules that have more than four grading periods per year, e.g. 4X4 block schedule, every attempt will be made to schedule an early release day at the end of each grading period for which there is no full day between grading periods. To compensate for the loss of inservice time on the early release days, one half of the work day at the end of the other grading periods may be used for inservice. EMPLOYEES may be required to attend faculty meetings, not to exceed one hour in length, as part of the full work days. The district shall establish and report in advance to the ASSOCIATION a uniform date and time for reporting and recording student grades at the conclusion of each grading period.
- 4.12 Itinerant EMPLOYEES regularly assigned to more than one school on the same school day shall not be responsible for any extra duty assignment.
- 4.13 EMPLOYEE contracts may be pre- or post-extended as required by the SUPERINTENDENT for activities including, but not limited to, new school openings and the relocation of programs or schools. Said contract extensions shall be contiguous with the normal contractual year and shall be limited to three (3) days annually. The contract may be extended beyond the three (3) day limit if mutually agreed to by the EMPLOYEE and the SUPERINTENDENT. The SUPERINTENDENT may waive the requirement to attend at his discretion.
- 4.14 At the discretion of the SUPERINTENDENT, less than full-time contracts may be offered to qualified EMPLOYEES willing to share a full-time instructional assignment for not more than one school year except as recommended by the Principal and approved by the SUPERINTENDENT. All salaries and benefits shall be calculated on the proportionate basis of a 7.5 hour teaching day and a 196-day contract year (except for new teachers to the district as noted in 4.11 above) using each EMPLOYEE's appropriate salary classification.
- An EMPLOYEE contracted for 50% or more of the time served by a full-time EMPLOYEE shall be credited for a full year's service for salary and retirement purposes.
- An EMPLOYEE who held a full-time instructional position within the District prior to being employed on a shared contract shall be returned to full-time status in the subsequent school year provided a vacancy exists for which said EMPLOYEE is certified.
- 4.15 An EMPLOYEE shall be allowed to use flex-time with prior approval of the Principal. All approved flex-time must be made up within five (5) contract days of its being used. Flex-time shall be taken only when the EMPLOYEE is not directly responsible for student instruction/supervision.

ARTICLE 5—ASSESSMENT

5.01 All EMPLOYEES shall be assessed according to the provisions of the Collier Teacher Assessment System (“CTAS”).

5.02 Collier Teacher Assessment System (“CTAS”) Procedures

- a. The Principal, Assistant Principal, or Dean, or, in the case of site locations and ESE, the appropriate supervising administrator (for purposes of this Article, hereinafter collectively the “Administrator[s]”) is responsible for the assessment process. Information relative to the assessment will include, but not be limited to, the EMPLOYEE’s self-reflection, data gathering, observations, performance feedback, and focus on performance growth activities. In addition, the EMPLOYEE’s performance of all his/her duties and responsibilities shall be considered in each assessment.
- b. All EMPLOYEES shall be fully informed of the assessment criteria and procedures prior to September 15 in the context of an orientation session(s) designed for this purpose. This orientation will be completed prior to the implementation of the annual assessment process and may be conducted by the Administrator or other designated individual. EMPLOYEES hired after the start of the current school year, shall receive their orientation within 20 contract days from their date of hire and the subsequent time line adjusted accordingly.

c. EMPLOYEES Assigned to One or More Schools/Locations (Itinerant Teachers):

In instances where the EMPLOYEE is assigned to more than one school or location, the Administrators of the school(s) and/or location(s) the EMPLOYEE is assigned will collaborate in evaluating the EMPLOYEE. Itinerant Teachers shall be treated the same as other teachers of like contractual status with regard to the number of required evaluations. The Administrators of the school(s) and/or location(s) the EMPLOYEE is assigned will determine the “home base” school, and the EMPLOYEE will be informed no later than September 15; in the event the EMPLOYEE is hired after the start of the current school year, notice will be given within 20 contract days from their date of hire.

d. Out-of-Field: For an EMPLOYEE who has a complete teaching assignment outside his/her area of certification, the Educator Accomplished Practice (EAP) #8, "knowledge of subject matter," will not be the basis for a negative evaluation.

When circumstances require an EMPLOYEE to teach outside his area of certification or to teach subjects he has not taught within the last five school years, said EMPLOYEE's formal assessment shall focus primarily on generic competencies.

e. Observations: Planned observations of fifteen (15) minutes or more in length will fall within the week so designated by the Administrator and/or requested by the EMPLOYEE.

f. EMPLOYEE’s Right to Respond:

Within ten (10) contract days following receipt of the Administrator’s written assessment, the EMPLOYEE shall have the right to submit a written response to the assessment. Such response shall be attached to the assessment and become a permanent part of his/her personnel file.

g. Memorandum of Concern:

The Administrator may use a memorandum to notify an EMPLOYEE of any concern related to the EMPLOYEE's conduct affecting his/her professional, non-instructional duties or responsibilities. The EMPLOYEE shall have the right to confer with the Administrator regarding such memorandum prior to its placement in the EMPLOYEE's personnel file. The EMPLOYEE may attach a written response to the memorandum.

h. Acknowledgement/Receipt:

The Administrator(s) and the EMPLOYEE shall sign each written assessment form or report before it is placed in the EMPLOYEE's personnel file. Such signature by the EMPLOYEE acknowledges only that s/he has received a copy of such form and in no way shall be construed to constitute a waiver of the EMPLOYEE's right to submit a written response to the assessment.

- i. Confidentiality: Pursuant to s. 1012.31 F.S., EMPLOYEE assessments shall be confidential and exempt from the provisions of Chapter 119 until the end of the school year immediately following the school year in which the assessment was made. An EMPLOYEE's written response to an assessment shall be attached to the file copy of the assessment.

5.03 CTAS "Strands"

- a. Overview: CTAS uses a multi-strand approach. Strand 1 guidelines apply to all annual contract employees; Strand 2 guidelines apply to all professional service and continuing contract EMPLOYEES. Regardless of the strand assignment, every EMPLOYEE will complete a self-assessment prior to the shared assessment/growth plan conference with the appropriate Administrator. In collaboration with an Administrator, the EMPLOYEE will develop a professional growth plan.

- b. Guidelines for Strand 1 first year annual contract EMPLOYEES provide that the EMPLOYEE will:

1. Be assigned a professional support team on or before October 1. In addition to the building administrator, the professional support team may include an assigned peer teacher and another professional educator (hereinafter the "Support Team").
2. Participate in an assessment/professional growth plan conference by November 1.
3. Be observed and receive feedback a minimum number of times each year as outlined below. Observations will be a minimum length of 20 to 30 minutes each.

1 st Year	4 Observations	2 set by the Administrator 2 set by the Teacher
2 nd Year	3 Observations	2 set by the Administrator 1 set by the Teacher
3 rd Year	2 Observations	1 set by the Administrator 1 set by the Teacher

4. Collect evidence and document performance in each of the Educator Accomplished Practices ("EAP") areas; and
5. Formal observations will be completed by March 15 and the annual performance assessment by April 1.

- c. Guidelines for Strand 1 second and third year annual contract EMPLOYEES provide that the EMPLOYEE will:

Follow the same guidelines for Strand 1 first year annual contract EMPLOYEES (see above guidelines). The continuation of the Support Team is optional for second and third annual contract years.

- d. Pursuant to s. 1012.33 F.S., annual contract EMPLOYEES are "probationary" and, as such, are not eligible for professional assistance under Strand 3 (see below). Nothing in this Article shall prejudice the SUPERINTENDENT's authority to non-renew an annual contract EMPLOYEE at the end of each annual contract. The lead administrator is responsible for the final assessment of any annual contract EMPLOYEE who is recommended to the SUPERINTENDENT for non-renewal.

For purposes of this Article, the lead administrator is the individual who carries the ultimate responsibility for making employment recommendations to the SUPERINTENDENT (e.g., a building principal, the director of ESE, TLC site manager, etc.), hereinafter the "Lead Administrator."

- e. Guidelines for Strand 2 professional service and continuing contract EMPLOYEES provide that the EMPLOYEE will:
 - 1. Participate in an assessment/professional growth plan conference by December 1.
 - 2. Be observed and receive feedback a minimum of once each year. Observations will be a minimum length of 20 to 30 minutes at the initiative of the Administrator.
 - 3. Collect evidence and document performance in any EAP that is at the Developing level and/or at the request of the Administrator. Teachers will be informed that there is a possibility of being moved to Developing, and
 - 4. Formal observations will be completed by April 15 and the annual performance assessment by May 15.

- f. Guidelines for Strand 3, Professional Assistance:
 - 1. Only professional service and continuing contract EMPLOYEES may be placed in strand 3.
 - 2. Nothing in this section shall prejudice or abridge the district's or the EMPLOYEE's rights pursuant to s. 1012.33 and s. 1012.34, F.S.
 - 3. Any professional service or continuing contract EMPLOYEE who has not been assessed at the professional or accomplished levels in three (3) or more EAP areas and/or has been rated at the inadequate level in any EAP area will be assigned to Strand 3.
 - 4. Professional Service Contract EMPLOYEES:
 - i. Pursuant to s. 1012.34 F.S., the EMPLOYEE will have ninety (90) calendar days (the "Probationary Period") following the receipt of notice (the "Notice") from the Lead Administrator that the EMPLOYEE has been placed in Strand 3 to correct the noted deficiencies.
 - ii. Within ten (10) contract days from the date of the above Notice, the Lead Administrator shall assign a professional assistance team (the "Team") to the EMPLOYEE. Membership on the Team will include the Lead Administrator, a peer teacher, and another educator/instructional support person with appropriate expertise. After conferring with the lead administrator, the EMPLOYEE will choose the peer teacher or the educator/instructional support person with appropriate expertise.
 - iii. The EMPLOYEE and the Team will meet within fifteen (15) contract days from the above Notice to begin developing a professional assistance plan.
 - iv. By the twentieth (20) contract day from the above Notice, the professional assistance plan will be in place.
 - v. During the Probationary Period, the EMPLOYEE will implement the strategies outlined in the professional assistance plan and will document his/her performance. The Team will provide support to assist the EMPLOYEE with the professional assistance plan and gather data to assist in the final assessment. Data may include, but is not limited to:
 - 1. Observations and conferences;
 - 2. Instructional lesson plans;
 - 3. Examples of instructional materials, written and verbal communications, and pertinent classroom activities;
 - 4. Data analysis of student achievement, classroom indicators, etc.;
 - 5. Examples of implementation of strategies as outlined in Academic Improvement Plans (AIP), Individual Education Plans (IEP), Limited English Plans (LEP), etc.;
 - 6. Memoranda; and/or
 - 7. Professional development as evidenced by Master Inservice Points, participation in seminars, and other professional growth activities.

- vi. After ninety (90) calendar days, the Lead Administrator will assess the EMPLOYEE. Ten or more EAP areas must be rated at the professional level and no EAP may be at the inadequate level. EMPLOYEES not meeting this criteria will be recommended for termination.
- vii. No later than fourteen (14) calendar days after the end of the 90-day Probationary Period, the Lead Administrator will forward a recommendation to the SUPERINTENDENT regarding the EMPLOYEE's contract/employment status.
- viii. No later than fourteen (14) calendar days after receiving the Lead Administrator's recommendation, the SUPERINTENDENT will notify the EMPLOYEE in writing whether the performance deficiencies have been satisfactorily corrected and whether the SUPERINTENDENT will recommend that the school board continue or terminate the EMPLOYEE's contract.

5. Continuing Contract EMPLOYEES:

- i. Pursuant to s. 1012.33(4) F.S., a continuing contract EMPLOYEE, by recommendation of the Lead Administrator to the SUPERINTENDENT, may be returned to annual contract at the discretion of the school board at the end of the school year.
 - 1. The SUPERINTENDENT must submit his/her recommendation to the Board on or before April 1 of any school year; and
 - 2. The EMPLOYEE shall be notified in writing of the SUPERINTENDENT's recommendation five (5) days prior to the filing of the written recommendation to the Board.
- ii. EMPLOYEES returned to an annual contract under this section will follow the same procedure as that outlined for professional service contract EMPLOYEES; however,
- iii. EMPLOYEES returned to an annual contract under this section who do not correct the deficiencies by the end of the 90 calendar days Probationary Period will not be recommended for a professional service contract or an additional annual contract.

ARTICLE 6--ASSIGNMENT AND TRANSFER

6.01 Definition and Terms:

- a. Assignment--Designation of teaching area at a specific work site(s) (i.e. Math, DCT, Guidance, Specific Learning Disabilities, Physical Education, Art, Early Childhood, Elementary Education)
- b. Transfer--Change of work site(s)
- c. Itinerant Related Arts Teachers: A certified EMPLOYEE who teaches in a full time position, equivalent to 1.0, in art, music and/or physical education and is assigned to more than one school. (Note: An Itinerant Related Arts Teacher who teaches less than a 1.0 equivalent may apply for any 1.0 full time position at any time.)

6.02 The BOARD and the ASSOCIATION recognize that the assignment and/or transfer of each EMPLOYEE within the Collier County School System is the responsibility of the SUPERINTENDENT, with recommendation to and approval by the BOARD. In making any assignment, the reasonable requests of the EMPLOYEE concerned shall be considered. When appropriate and practical, Principals will involve EMPLOYEE(S) in the interview process in order that the Principal may obtain perceptions of candidates from other professional educators.

The assignment and scheduling of each EMPLOYEE shall take into account the EMPLOYEE's preferences, personal circumstances, certificate qualifications and prior teaching experiences. Such assignment and scheduling shall be accomplished in a fair, equitable and impartial fashion.

6.03 EMPLOYEES who receive a change in assignment shall be given written notice of their tentative assignment no later than five (5) work days prior to the beginning of the second semester for second-semester assignments or the end of the post-school planning period for the first semester or as soon as practicable.

EMPLOYEES who are to be transferred after the close of the school year shall be given prompt written notice of said transfer from the district's Human Resources office. To the extent possible, such transfers shall not be announced or effected without a prior personal conference with the EMPLOYEE involved.

6.04 In arranging schedules for EMPLOYEES who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Adequate travel time will be provided by an appropriate adjustment in the EMPLOYEE's work schedule.

6.05 Assignments, including part-time adult education, extra-pay-for-extra-duty and summer school, which are in addition to the normal teaching schedule, shall not be obligatory but shall be with the consent of the EMPLOYEE except as provided in Article 4.13.

6.06 EMPLOYEE Transfer:

6.061 Requested Transfer: Requests for transfers for annual contract EMPLOYEES shall be granted ONCE prior to receiving a Professional Services Contract. In addition, the EMPLOYEES must satisfy two consecutive satisfactory years at that site after the transfer in order to be eligible for a Professional Services Contract. Exception: Itinerant Teachers are not subject to this requirement.

Properly certificated EMPLOYEES applying for a transfer must attend the Annual Transfer Fair and interview with the appropriate Administrator(s) to be considered prior to or at the Transfer Fair. After the Transfer Fair, an EMPLOYEE must contact the Administrator to be considered for a position once it is advertised. Any EMPLOYEE interviewed shall be informed by the Administrator(s) of his/her decision. This paragraph is subject to the following provisions:

An EMPLOYEE qualified under the provisions of this Article and recommended for transfer to an instructional vacancy after two (2) calendar weeks prior to the first teacher contract day shall not be entitled to such placement until the subsequent fiscal year. Such vacancy shall be filled by a SUBSTITUTE EMPLOYEE specifically contracted to complete the current school year. Such SUBSTITUTE EMPLOYEE shall not be eligible for assignment to this currently vacated position beyond the conclusion of the current school year. Such deferred transfer may be waived at the discretion of the SUPERINTENDENT. In the event the vacancy does not exist at the end of the current school year, the transfer shall be rescinded.

Qualifications of all candidates shall be evaluated using the following criteria:

- a. Certification
- b. Current employment in the District
- c. Experience in the teaching area as defined in 6.01(a)
- d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

In filling these vacancies, the application of any properly qualified EMPLOYEE received within the required timeline shall be reviewed prior to selecting a candidate not currently employed by the District.

6.062 Involuntary Transfer:

In the involuntary transfer of an EMPLOYEE as a result of staffing reallocation (except as noted in 6.063), Federal compliance requirements, or reduction in force as specified in Article 9, the following criteria shall be adhered to in the order in which they appear:

- a. Gender, if necessary for the supervision of students
- b. Certification
- c. District-wide seniority
- d. Any matter deemed pertinent by the SUPERINTENDENT or the EMPLOYEE including but not limited to the willingness and capacity to perform in supplemental positions

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of assignment at the time of transfer or the area of assignment at the current school, provided the EMPLOYEE holds appropriate certification.

6.063 Transfers Requiring Special Consideration: Transfers made as a result of new school openings, rezoning, staff reduction in individual schools, and voluntary or involuntary termination of Coaching Contracts, shall be subject to the following provisions:

- a. Vacancies for new school openings and for positions remaining vacant after all EMPLOYEES have been placed in accordance with paragraph b) below shall be posted in accordance with Article 7.
- b. In making transfers under this section, requested transfers within the schools affected shall be considered prior to invoking the provisions of 6.062. Requested transfers from EMPLOYEES in schools not affected shall not be considered until all EMPLOYEES in the affected school are placed to the extent practicable.

6.064 Notwithstanding the restrictions stated in this article, the SUPERINTENDENT may effect the transfer of an EMPLOYEE based upon:

- a. Serious, verifiable medical conditions of the EMPLOYEE or members of his immediate family or other personal problems which dictate the EMPLOYEE's need to transfer to another work site, or

- b. Determination that a specific transfer would serve the best interest of the school district and the affected EMPLOYEE in the judgment of the SUPERINTENDENT

EMPLOYEES who could be involuntarily transferred pursuant to the provisions cited above shall be afforded the right to be represented at a conference with the SUPERINTENDENT for the purpose of reviewing the justification for the SUPERINTENDENT's recommendation in this regard.

- 6.065 Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, the SUPERINTENDENT may transfer an EMPLOYEE if: 1) the SUPERINTENDENT determines the transfer to be in the best interest of the school district and 2) the EMPLOYEE agrees to the transfer.
- 6.066 Notwithstanding the conditions of sections 6.061, 6.062 and 6.063, both parties recognize the need for the SUPERINTENDENT to transfer ESE and elementary related arts teachers.

An EMPLOYEE involuntarily transferred under this section shall be given first consideration for a vacancy in the area of assignment at the time of transfer or the area of assignment at the current school, provided the EMPLOYEE holds appropriate certification.

- 6.07 The foregoing process shall not prohibit the BOARD from providing a balanced staff to conform to state or federal guidelines.
- 6.08 A transfer shall not be used as a means of continuing employment of an incompetent EMPLOYEE, nor shall it be used as a punitive measure.
- 6.09 To the extent possible, any EMPLOYEE assignment and/or transfer shall be within his area of certification and his major or minor field of study.

ARTICLE 7--ANNOUNCEMENT OF VACANCIES

- 7.01 All EMPLOYEE, building-level administrative, and extra-compensation vacancies occurring during the regular school year shall be posted on the District's official website. Any other information regarding a vacancy may be obtained from the Human Resource Office. Any EMPLOYEE vacancy posted which had been listed previously but withdrawn shall be posted in accordance with 7.02 below.
- 7.02 Except in the case of an emergency as determined by the SUPERINTENDENT, notices shall be posted on the District's official website for a period of seven (7) calendar days prior to the filling of a vacancy. The ASSOCIATION shall be notified whenever an emergency is declared.
- 7.03 Vacancies which are to be filled as a result of an EMPLOYEE's returning from leave, placement of involuntary transfers, and staff reductions will not be posted.

ARTICLE 8—GRIEVANCE PROCEDURE

8.01 Definitions and Terms:

8.011 A GRIEVANCE is any formal claim of an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center affected by the same claim or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim, that there presently exists the following:

A violation, misinterpretation or inequitable application of any provision of this AGREEMENT

8.012 The term GRIEVANCE, within the meaning of this AGREEMENT, shall NOT be construed as mere dissatisfaction or disagreement by an EMPLOYEE by name, a group of EMPLOYEES by name within the same school center, or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center with any directive of the SUPERINTENDENT or any action of the BOARD which relates or pertains to their respective duties or obligations under the provisions of the Florida Statutes and/or Florida State Board of Education Regulations.

8.013 A GRIEVANT is:

- a. Any individual EMPLOYEE by name,
- b. A group of EMPLOYEES by name within the same school center affected by the same claim, or
- c. The ASSOCIATION on behalf of EMPLOYEES by name in more than one school center affected by the same claim.

GRIEVANCES other than individual EMPLOYEE GRIEVANCES shall be signed by two or more EMPLOYEES who are affected.

8.014 The term DAY when used in this article shall mean EMPLOYEE contract days. During any recess, the term DAY shall mean week days, exclusive of legal holidays.

8.015 The form hereinafter referred to for use in the Grievance Procedure is attached to this AGREEMENT and made a part thereof by this reference.

8.02 Purpose:

8.021 The Grievance Procedure is created to secure at the lowest possible administrative level a solution to any GRIEVANCE, after informal attempts to resolve in a satisfactory manner the subject matter of a GRIEVANCE have failed. The Grievance Procedure shall be conducted as confidentially as possible and without public disclosure until disposition has been reached at Level II. The purpose of the Grievance Procedure shall not be to harass supervisory or administrative personnel.

8.022 The parties to the AGREEMENT accept as essential to the proper operation of the school system a fair and adequate procedure whereby any named EMPLOYEE, or a group of EMPLOYEES by name, may attempt to have resolved any matter which under this AGREEMENT would or could become a GRIEVANCE if not resolved. It is recited, agreed and understood that any EMPLOYEE or group of EMPLOYEES shall have the right to discuss with and receive guidance and advice from the ASSOCIATION relative to procedural and substantive issues pertinent to such pending matter.

8.03 EMPLOYEE's Initial Responsibility

8.031 It is the desire and goal of both parties that all matters which under this AGREEMENT would be the proper subject matter for a GRIEVANCE shall be resolved, if at all possible,

without the filing of a formal GRIEVANCE, and every reasonable effort shall be used to reach a solution at this level.

- 8.032 In the event that an EMPLOYEE, a group of EMPLOYEES in the same school center or the ASSOCIATION on behalf of EMPLOYEES by name in more than one school center believe(s) that there is basis for a GRIEVANCE, he (they) shall privately discuss the alleged GRIEVANCE with his (their) Principal or appropriate Supervisor. Said discussion shall occur within fifteen (15) days following the event or condition which gave rise to the GRIEVANCE.
- 8.033 If, after the informal discussion cited in 8.032 has concluded, the GRIEVANCE still exists, the formal procedure (Levels I-III) below may be invoked.
- 8.034 Should the Principal be unavailable for any reason and such unavailability shall continue for two (2) weeks, the SUPERINTENDENT shall name an individual to act on behalf of such Principal upon notification of the ASSOCIATION.

8.04 Level I

- 8.041 The GRIEVANT shall first have followed the preliminary procedure set forth immediately above.
- 8.042 Within twenty (20) days following the event or condition which gave rise to the GRIEVANCE, the GRIEVANT shall complete a Grievance Form (GF) and file the same in quadruplicate with the Principal or appropriate Supervisor.
- 8.043 Within five (5) days after receipt of the GF, the Principal or appropriate Supervisor shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE.
- 8.044 The Principal or appropriate Supervisor shall render his determination on the GF within five (5) days after the formal meeting with the GRIEVANT. The GRIEVANT shall then respond in one of the two ways provided for on the GF. Acceptance shall close the matter. The four (4) copies of the GF shall be distributed as follows: one to the EMPLOYEE, one to the Principal or appropriate Supervisor, one to the SUPERINTENDENT and one to the ASSOCIATION.
- 8.045 The GRIEVANCE shall be considered waived if not submitted to the SUPERINTENDENT within five (5) days after the decision at Level I.

8.05 Level II

- 8.051 If the GRIEVANT is not satisfied with the disposition of the GRIEVANCE at Level I, the GRIEVANCE shall be submitted to the SUPERINTENDENT within five (5) days. Within ten (10) days of receipt of the GRIEVANCE, the SUPERINTENDENT shall meet with the GRIEVANT in an effort to resolve the GRIEVANCE. The SUPERINTENDENT shall indicate his disposition of the GRIEVANCE in writing on the GF within ten (10) days of such meeting and shall furnish a copy thereof to the GRIEVANT.
- 8.052 Failure by the ASSOCIATION to take any further action within five (5) days of the SUPERINTENDENT's decision shall constitute a waiver of any further proceedings on the matter.

8.06 Level III

- 8.061 If the GRIEVANT is NOT satisfied with the disposition of the GRIEVANCE at Level II, or if no disposition has been made within ten (10) days after receipt of the appropriate form, the GRIEVANCE may be submitted to arbitration by the ASSOCIATION before an impartial arbitrator within ten (10) days thereafter except as hereinafter provided. The ASSOCIATION, at its option, shall give written notice to the American Arbitration Association or the Federal Mediation and Conciliation Service and the SUPERINTENDENT

of its intent to proceed through arbitration using the rules of the respective agency. The ASSOCIATION must give written notice to the latter parties within 45 calendar days from giving written notice to the SUPERINTENDENT of their intent to proceed to arbitration.

- 8.062 If the SUPERINTENDENT rules at Level II that an issue is non-grievable, and if the GRIEVANT does not accept such decision of the SUPERINTENDENT, the arbitrator must rule on the question of grievability prior to hearing the GRIEVANCE claim. The submission of the question of grievability to the arbitrator shall not serve as prima facie evidence of grievability.

The arbitrator has the duty to conduct a fair and impartial hearing, to take appropriate action to avoid delay and unnecessary expenses, and to maintain order.

- 8.063 The arbitrator shall schedule the time and place of said hearing with due regard for the convenience of the parties and their representatives, the nature of the proceeding and the public interest. Within ten (10) days of the conclusion of the hearing, the arbitrator shall serve on the parties and file with the SUPERINTENDENT a recommended written order based upon his findings of fact. Findings of fact shall be confined to material issues of fact presented on the record. The order by the arbitrator shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding upon the parties.
- 8.064 If the arbitration is scheduled during the EMPLOYEE work day, and if the SUPERINTENDENT determines that the number of witnesses is excessive, the arbitration will be rescheduled during non-working hours.
- 8.065 The arbitrator shall limit his decision to the terms of this AGREEMENT and shall not have the power to add to, subtract from, modify or alter such terms either directly or by implication.
- 8.066 The losing party shall be assessed all costs of the arbitrator incurred by both parties in pursuing the GRIEVANCE to a final determination. If the arbitrator determines that there is no prevailing party, said costs shall be divided equally between the parties to the GRIEVANCE.

8.07 Other Provisions

- 8.071 The time limits provided in this article shall be observed strictly but may be exceeded by written agreement of the parties.
- 8.072 The GRIEVANT shall be present at all levels of the Grievance Procedure. Whenever illness or other incapacity of an individual GRIEVANT prevents his/her presence at the GRIEVANCE hearing, the time limits shall be reasonably extended to such time as the GRIEVANT can be present.
- 8.073 When any individual, other than the GRIEVANT, will be unavailable for a GRIEVANCE hearing at any level because of serious illness or unavoidable schedule conflict and the testimony of such individual is essential for a proper decision at such level, either party may request and shall obtain, in writing, a time extension not to exceed twenty-one (21) calendar days.
- 8.074 If a hearing is held during school hours, any EMPLOYEE as GRIEVANT or witness whose presence is required shall be permitted to attend without loss of compensation. A hearing at Level I or Level II shall be held during such school hours only with the consent of the SUPERINTENDENT.
- 8.075 Written decisions and/or GRIEVANCE settlements reached at Level I shall not be precedent in processing other, subsequent GRIEVANCES.

- 8.076 Failure by the GRIEVANT to submit the GRIEVANCE to the next level of the procedure shall constitute acceptance and shall close the matter.
- 8.077 No provision of the article shall be construed to exclude the right of an EMPLOYEE to participate in the GRIEVANCE process independent of the involvement of the ASSOCIATION.
- 8.078 Any pending formal GRIEVANCE shall survive the termination of this AGREEMENT and shall be completed in accordance with the provisions of this article.
- 8.079 The ASSOCIATION shall not solicit in any way the filing of GRIEVANCES by an EMPLOYEE or group of EMPLOYEES.
- 8.080 The ASSOCIATION shall be given reasonable notice as to a hearing at any level once a formal GRIEVANCE has been filed and shall be entitled to have a representative present at such hearing.
- 8.081 If documentary information regarding GRIEVANCES is given to any person outside the school system, a copy of the transmittal letter shall be given to the EMPLOYEE(S).
- 8.082 An EMPLOYEE who participates or intends to participate in any GRIEVANCE as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention.
- 8.083 If any EMPLOYEE for whom a GRIEVANCE is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any EMPLOYEE shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the EMPLOYEE.
- 8.084 A GRIEVANT may withdraw a GRIEVANCE without prejudice at any step in the Grievance Procedure by so indicating in writing to the parties of interest.
- 8.085 If a GRIEVANCE affects a group of EMPLOYEES in more than one school/work site, the ASSOCIATION may submit such GRIEVANCE in writing to the SUPERINTENDENT directly, and the processing of such GRIEVANCE will commence at Formal Level II. Such GRIEVANCE shall be signed by those EMPLOYEES named within the GRIEVANCE in accordance with 8.013(b).
- 8.086 The date of disposition shall be the date on which the Principal or Supervisor delivers the disposition to the GRIEVANT or the date of postmark in those instances in which delivery is by U.S. Mail.
- 8.087 Timeliness as an issue may not be raised at an arbitration proceeding if not previously raised at Formal Level II of the Grievance Procedure.
- 8.088 Failure of the BOARD or its representatives to take the required action within the time frame provided at any level of the Grievance Procedure shall entitle the GRIEVANT to proceed to the next step of the Grievance Procedure.
- 8.089 The ASSOCIATION shall be given the opportunity to be present at all Formal Level GRIEVANCE proceedings even if the GRIEVANT does not desire ASSOCIATION representation.
- 8.090 Any EMPLOYEE filing a GRIEVANCE as a result of termination shall have the right to pursue the GRIEVANCE to conclusion notwithstanding his employment status.

8.091 If the basis for a formal GRIEVANCE claim arises from the action or inaction on the part of the District Office Administration, and not of that by a school-based or work-site Administrator or Supervisor, the GRIEVANCE will commence at Formal Level II.

ARTICLE 9--REDUCTION IN FORCE

- 9.01 A reduction in force shall be defined as a reduction in the number of district-wide budgeted positions in one or more teaching areas (i.e. Math, DCT, Guidance, Early Childhood, Elementary Education, Specific Learning Disabilities, Physical Education, Art) which would result in one or more EMPLOYEES being terminated involuntarily.
- 9.02 In the event that the SUPERINTENDENT determines that a reduction in work force (RIF) is necessary, written notice shall be given to the ASSOCIATION of the positions by teaching areas and the names and school assignments of those individuals to be laid off. Unless emergency conditions exist, such notice shall be provided not less than five (5) days prior to the BOARD taking action on the recommendation of the SUPERINTENDENT.
- 9.03 Should the BOARD have to lay off EMPLOYEES in a teaching area, those with the least district-wide seniority in each area of certification will be laid off first. For the purpose of this section, an EMPLOYEE's teaching area shall be defined as the area in which an EMPLOYEE is assigned a majority of the time. Should the SUPERINTENDENT have to make a choice between EMPLOYEES with identical district-wide seniority, the following criteria will be considered: educational qualifications, performance record, and the capacity to meet the educational needs of the district.
- 9.04 Recall:
- The following procedures shall be followed:
- a. The BOARD and the SUPERINTENDENT shall determine the teaching areas in which recall will be made and the number of EMPLOYEES to be recalled.
 - b. Recall will be implemented using the criteria for reduction in force except in reverse order. Recall notice shall be made by certified letter to the EMPLOYEE's last known address.
 - c. No new EMPLOYEES shall be hired in a laid-off EMPLOYEE's teaching area until all certified and fully qualified laid-off EMPLOYEES of that teaching area have been recalled or have declined or failed to accept recall (within two weeks of that mailing date). Failure to respond to the letter of recall within the time required automatically terminates the EMPLOYEE's rights of recall.
 - d. EMPLOYEES shall lose their seniority as a result of their:
 1. Termination
 2. Retirement
 3. Resignation
- 9.05 Any EMPLOYEE who would have qualified for retirement during the reduction in force shall be permitted to teach that year so as to acquire needed service.
- 9.06 For the purposes of this article, in determining district-wide seniority, service shall not be deemed to have been interrupted by any leave granted and approved pursuant to this AGREEMENT and/or BOARD policy.
- 9.07 This article does not apply to EMPLOYEES who are being non-renewed or terminated for any reason other than a reduction in force.

ARTICLE 10--SICK LEAVE POOL

Pursuant to Section 231.40(4), F.S., the Board agrees to provide a sick leave pool program for the benefit of all District EMPLOYEES as provided in Board Policy GCBDBB.

ARTICLE 11--LEAVE PROVISIONS

11.01 The following types of leave are permitted in the Collier County School System:

- a. Sick Leave
- b. Jury Duty/Witness Leave
- c. Illness-in-Line-of-Duty Leave
- d. Parental Leave
- e. Sabbatical Leave
- f. Personal Leave (with compensation)
- g. Personal Leave (without compensation)
- h. Professional Leave
- i. Extended Professional Leave
- j. Vacation Leave

11.02 Sick Leave (with compensation)

11.021 Any EMPLOYEE employed on a full-time basis in the Collier County School System who is unable to perform his duty in the school because of illness, pregnancy, childbirth or related medical conditions, or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his own household, and consequently has to be absent from his work, shall be granted leave of absence by the SUPERINTENDENT, or someone designated in writing by him to do so.

11.022 Each EMPLOYEE employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the EMPLOYEE at the end of that month and which shall not be used prior to the time it is earned and credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System. Sick leave accumulated in another Florida district or districts by an EMPLOYEE shall be accrued to the EMPLOYEE at a rate equal to the number of sick leave days allowed the EMPLOYEE during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district. Such transferred sick leave days shall be in addition to sick leave days to which the EMPLOYEE is entitled from this school district. No day(s) for which any type of terminal pay has been received shall qualify for transfer.

Prior unused sick leave days earned in the Collier County School District shall be credited to the EMPLOYEE's sick leave account upon the request of the EMPLOYEE subject to the provisions contained above.

No sick leave days shall be credited to an EMPLOYEE's account as provided in Article 12.033.

11.023 When requested by the Area Assistant Superintendent for Administration, an EMPLOYEE will be required to submit a physician's certificate to be eligible for sick leave benefits. Such certificate shall be at the EMPLOYEE's expense.

11.024 For the purpose of charging an EMPLOYEE for the use of sick leave, a work day shall be divided into the number of half hours the EMPLOYEE is normally assigned. The method of maintaining balances, accruing and charging sick leave shall be converted from days and/or portions of days to half-hour equivalents. Parts of a half hour shall be charged to the closest half hour rounded up. (Example: 20 minutes = half hour; 32 minutes = one hour)

11.025 Any EMPLOYEE employed on a full-time basis who is unable to perform his duty as a result of substance abuse shall be eligible for a medical leave of absence without pay if said EMPLOYEE has committed to treatment in an approved rehabilitation program. The program must be approved by a physician and the SUPERINTENDENT.

11.03 Jury Duty/Witness Leave (with compensation)

11.031 In case of jury summons, the EMPLOYEE must report to the Court on the appointed day as there is no statutory exemption from jury service. The EMPLOYEE shall present the jury summons to his Principal and shall submit an application for leave.

11.032 Any full-time EMPLOYEE who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the EMPLOYEE.

11.033 Any full-time EMPLOYEE subpoenaed as a witness, not involving his personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.

11.034 An EMPLOYEE subpoenaed in line of duty to represent the BOARD as a witness or defendant shall be given temporary duty, and any witness fees shall be retained by the EMPLOYEE.

11.035 Personal leave with pay shall be granted for court attendance when an EMPLOYEE is engaged in his personal litigation in accordance with Article 11.07.

11.036 An EMPLOYEE dismissed from jury duty or witness duty shall return to his school immediately if, after allowing for normal travel time, two (2) or more hours remain in the student day. However, an EMPLOYEE's day is not to exceed seven and one-half (7 1/2) hours with a combination of jury duty and student contact time.

11.04 Illness-in-Line-of-Duty Leave (with compensation)

11.041 Any EMPLOYEE shall be entitled to illness-in-line-of-duty leave when he has to be absent from his duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. An EMPLOYEE shall receive written notification of the existence of illness-in-line-of-duty leave at the time of submission of "Notice of Injury" report to the Principal's office. The following requirements shall be observed:

- a. Duration of Leave and Compensation: Leave of any such EMPLOYEE shall be authorized for a total of no more than ten (10) days during any school year for illness contracted or injury incurred from such causes as prescribed above. A maximum of ten (10) days can be used for an injury or accident. The ten (10) days will be available for one (1) calendar year from the date of injury. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the BOARD warrants it, additional emergency sick leave may be granted for such term and under such conditions as the BOARD shall deem proper.
- b. Claims: Any EMPLOYEE who has any claims for compensation while absent because of illnesses contracted or injury incurred as prescribed herein shall file in the manner prescribed in F.S. 231.40, within five (5) working days following his return from such absence. The BOARD shall approve such claims and authorize the payment thereof, provided that the BOARD shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment.

11.05 Parental Leave (without compensation):

A parental leave of absence without pay shall be granted to an EMPLOYEE for the purpose of childbearing and/or childrearing as follows:

- 11.051 Any EMPLOYEE who is pregnant shall be entitled to parental leave without compensation to begin at a time agreed upon by the EMPLOYEE and her Principal or appropriate Supervisor for a time period not to extend beyond the remainder of the contract year in which the birth takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the birth takes place after April 1 of the contract year.
- a. An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.
 - b. The EMPLOYEE is responsible for notifying the Human Resource Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resource Office.
 - c. Sick leave cannot be taken beyond eight (8) weeks from the date of delivery unless the EMPLOYEE's physician certifies to a condition that continues the EMPLOYEE's eligibility.
 - d. FMLA and all other leaves permitted under this agreement shall run concurrently with this provision.
- 11.052 A male EMPLOYEE shall notify his Principal or Supervisor, in writing, of his desire to take parental leave at least thirty (30) days prior to the date for which the leave is requested. Said request shall be subject to the provisions stated in 11.051 above.
- 11.053 Paid Adoption Leave: Upon request, an EMPLOYEE may be granted paid adoption leave for a time period not to extend beyond the remainder of the contract year in which the adoption takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the adoption takes place after April 1 of the contract year. Paid adoption leave following the placement of a child will be paid available sick leave under the following conditions:
- a. For a child of less-than-school age: For at least six (6) weeks immediately following the placement of the child with the EMPLOYEE.
 - b. For a child who is school age: For at least two (2) weeks immediately following the placement of the child with the EMPLOYEE.
 - c. If the adopting parents are both EMPLOYEEES of the District, they are eligible for a total combined paid adoption leave [under the provision 11.053(a) and (b) above] of no more than six (6) weeks for a less-than-school age child or no more than two (2) weeks for a school age child.
 - d. FMLA and all other leaves permitted under this agreement shall run concurrently with paid adoption leave.
- 11.06 Sabbatical Leaves
- 11.061 Sabbatical leave (with half compensation) may be approved by the BOARD on the recommendations of the SUPERINTENDENT under the following conditions: (Nothing herein shall guarantee the granting of sabbatical leaves each year.)

- a. After each five consecutive years of satisfactory service in Collier County, according to salary schedule terms and provisions, an EMPLOYEE may apply for a leave of absence for one semester or one school year for the purpose of professional improvement.
- b. The EMPLOYEE will not be eligible for further sabbatical leave until he has completed an additional five years of consecutive, satisfactory service in Collier County.
- c. An EMPLOYEE granted sabbatical leave shall receive each month of sabbatical leave one-half of the contractual gross monthly salary which would have been paid to him if he were not on sabbatical leave.
- d. Such sabbatical leave shall not be considered a termination or breach of contract of employment. An EMPLOYEE on sabbatical leave shall be returned to the same position which he held or its equal and be granted the same salary which he would have attained had the leave not been taken. The period of such leave shall count as regular service for the purpose of retirement, and contributions to the retirement fund shall therefore continue at the regular salary rate.
- e. Applications for sabbatical leave must be filed with the SUPERINTENDENT prior to February 1 of the school year preceding the school year of anticipated leave.
- f. Sabbatical leave shall be granted for approved programs of study in those areas of certification necessary for appointment to EMPLOYEE positions as described in Article 1.02.
- g. Each EMPLOYEE granted sabbatical leave shall, before such leave is finally approved by the SUPERINTENDENT and the BOARD, sign a contractual agreement to return to his employment in the Collier County Schools for two years following such leave. If the EMPLOYEE does not fulfill this obligation, he shall reimburse the BOARD within three years for salary plus interest at the current legal rate. A monthly payment plan shall be established. However, in order to encourage EMPLOYEES to completed advanced study, up to three (3) additional years of leave classified as extended professional leave, may be granted upon the recommendation of the SUPERINTENDENT and approval of the BOARD.
- h. Each EMPLOYEE applying for sabbatical leave shall file with his application detailed information as to his program of study. Each EMPLOYEE on sabbatical leave attending college shall each term earn the number of credits necessary to be classified as a full-time student working toward a graduate degree. A record of all credits earned shall be filed with the Personnel Office at the end of the sabbatical leave. Should the BOARD have evidence, at any time, that the EMPLOYEE is not earning the required credits or that he is otherwise violating his sabbatical leave agreement, salary payments may be discontinued and a demand made for the repayment of overpayments. The EMPLOYEE shall furnish to the SUPERINTENDENT such evidence as may be reasonably requested to show that the person is carrying out the activities for which leave was granted.

11.07 Personal Leave (with compensation): F.S.231.40(1)(a)(2.1)

- 11.071 An EMPLOYEE shall be entitled to six (6) days personal leave per school year subject to approval by the Principal.
- 11.072 Such personal leave shall be charged against accrued sick leave and is noncumulative. A work day shall be divided into half hours, time-wise, insofar as the use of personal leave is concerned. The method of maintaining balances, accruing and charging personal leave shall be the same as for sick leave days noted in 11.024 above.

11.073 Limitations:

11.0731 An EMPLOYEE shall provide the Principal with five (5) days prior notice in order to be eligible. The period of prior notice may be waived by the Principal.

11.0732 The maximum number of EMPLOYEES granted personal leave for any given day shall not exceed 5% of the EMPLOYEES for each work location. The 5% maximum limitation may be waived by the Principal.

11.08 Personal Leave (without compensation)

11.081 Any EMPLOYEE who is currently on PSC or CC may be granted personal leave without compensation at the discretion of the SUPERINTENDENT. Said leave may be for a period of time not to exceed the EMPLOYEE's contract year for the following reasons:

- a. Personal health problems, including recuperation, rehabilitation and regeneration
- b. Health care of spouse, children or parents
- c. Legal proceedings regarding personal litigation
- d. To serve as an elected or appointed public official
- e. Settlement of family estate or business
- f. Any other reason deemed appropriate by the SUPERINTENDENT

11.082 Any EMPLOYEE who is currently on PSC or CC may be granted two additional years, beyond the current contract year, of personal leave without compensation. Leave shall be for the following reasons and shall be approved by the SUPERINTENDENT if appropriate documentation is provided, subject to verification by independent medical authority as determined by the SUPERINTENDENT.

- a. Personal health problems, including recuperation, rehabilitation and regeneration.
- b. Health care of spouse, children or parents.

Said leave shall be requested in writing by the EMPLOYEE and received by the SUPERINTENDENT prior to the start of the contract year.

If the EMPLOYEE returns during the first additional year, he/she shall be placed in an appropriate position in the district within the same geographic area.

If the EMPLOYEE returns during the second additional year, he/she shall be placed in an appropriate and *available* position (a position not occupied or a position filled by a day-to-day substitute) anywhere within the District.

If the EMPLOYEE is unable to return at the end of the second additional year, the EMPLOYEE is deemed to have resigned from the district and his/her employment shall be terminated.

The EMPLOYEE shall provide at least two weeks notice of his/her intent to return.

The provisions of this section expire June 30, 2004.

11.09 Professional Leave (with compensation)

11.091 Up to an annual total of five (5) days of leave during pre-school and/or post-school planning periods shall be granted an EMPLOYEE as may be required to attend summer school classes and/or travel to the place where such classes are to be held. Such leave shall be without loss of compensation.

11.092 EMPLOYEES may be granted professional leave as a "Temporary Duty Assignment" if approval is given by the Principal and SUPERINTENDENT. Said request for leave is to be

submitted on the authorized leave request form at least ten (10) days before the date on which the proposed leave is to become effective.

11.093 Upon request of the ASSOCIATION, leave without loss of compensation or benefits shall be granted to representatives of the ASSOCIATION as designated by its president in order to attend conferences, sessions or meetings dealing with the work of the ASSOCIATION. The combined total number of such leave days granted under this provision shall not exceed sixty-five (65) annually. With the exception of the ASSOCIATION president and the three (3) designated ASSOCIATION lobbyists, no individual EMPLOYEE shall be granted more than four (4) ASSOCIATION leave days per school year.

11.10 Extended Professional Leave (without compensation)

11.101 Extended Professional Leave: Extended leave for professional study may be granted by the BOARD for a period of time up to one year to any EMPLOYEE who possesses continuing contract status or a professional service contract and who has served continuously and satisfactorily for five (5) years in the Collier County Schools. Such leave shall be without compensation. The request for leave must be in writing and in the Personnel Office at least thirty (30) days before the last day of school. Any person granted such a leave must submit to the BOARD upon his return a transcript of record from a college or university showing credit earned while he was a full-time student at that college or university. Failure on the part of the EMPLOYEE to submit a statement to the BOARD within fifteen (15) days from the end of the year will invalidate the leave of absence.

11.102 Any EMPLOYEE who is on continuing contract or who holds a professional service contract may upon request be granted extended professional leave for a period of time up to one year without compensation when such EMPLOYEE joins the Peace Corps, VISTA, or Teacher Corps, serves as an exchange or overseas teacher, or accepts a Fulbright Scholarship.

11.103 The President of the ASSOCIATION, upon request, shall be granted full time temporary duty assignment during his/her term of office, not to exceed two terms of two years each. The request must be made in writing and received by the SUPERINTENDENT no later than six weeks prior to the end of the school year preceding the year for which the assignment is requested. The President shall be compensated at his/her teacher salary for 196 days per year, shall receive credit toward annual salary increments, and shall be allowed to remain a part of the retirement and insurance programs available to other teachers to the extent allowed by law or contract. The ASSOCIATION shall reimburse the BOARD within ten (10) calendar days after the end of each month worked for any and all costs incurred during this period of full time temporary duty assignment, to include, but not limited to costs of salary, payroll taxes, retirement contribution, health care contribution, workers' compensation, and other benefits and/or any other payments present or future incurred by the BOARD as a result of this arrangement. The President will not earn sick leave or annual leave during this period and shall not be eligible to use sick leave, the sick leave pool or any other leave except workers' compensation leave and FMLA leave.

In addition, the ASSOCIATION shall indemnify and hold the BOARD harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of granting this full time temporary duty assignment, including but not limited to medical and/or disability payments not paid by any of the BOARD's insurers; insurance payments and premiums in excess of what the BOARD would pay if the President was teaching; any claims brought against the BOARD at any time by the President; any claim brought against the BOARD at any time by any heir of the President or by the executor of the President's estate or by the surviving spouse of the President; any claim brought by any person or entity claiming any benefit related to the President's service as President; any claim brought against the BOARD by any person at any time arising from any act or omission of the President which occurs while serving as the President; any claim brought against the BOARD by an insurer of the BOARD to recover payments made to or on behalf of the President. This indemnification shall include without limitation, all attorneys' fees and

other costs, fees and expenses related to any litigation, whether in a court, in arbitration, in mediation or before any administrative agency, which the BOARD incurs in relation to the President's service as President or his/her taking of the abovementioned assignment, or the granting of such assignment by the BOARD. In any such matter, the BOARD shall have the exclusive right to select, engage or replace its choice of attorneys or law firms to represent it. The BOARD may transmit invoices for such attorneys' fees, costs and expenses to the ASSOCIATION when received by the BOARD and the ASSOCIATION will pay them in full within twenty (20) calendar days of the date they are received by the ASSOCIATION.

The President shall remain subject to the terms of his/her professional service contract, the collective bargaining agreement, the rules of the BOARD, the Florida Education Code and the Ethics Rules of the Florida Department of Education. Any conduct of the President while serving as President, which could subject the President to disciplinary action, up to and including termination or revocation of his/her teaching certificate if it occurred while the President was teaching will subject the President to the same disciplinary action by the BOARD or the Department of Education even though serving as President.

Upon completion of the period of temporary duty assignment, the President shall be returned to a teaching assignment as determined by the SUPERINTENDENT.

11.11 Absence Without Leave:

11.111 An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his contract shall be subject to cancellation by the BOARD, pursuant to the provisions of Florida Statutes.

11.12 Abandonment of Position:

Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency in which the EMPLOYEE must be absent prior to receiving approval from the proper authority.

1. When prior approval cannot be obtained by the EMPLOYEE because of such emergencies, the administrator shall:
 - a. Place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or
 - b. Place the EMPLOYEE on leave without pay for the absence.
2. The EMPLOYEE is responsible for contacting the Principal no later than the next business day following the initial absence.
3. If the absence is for five (5) consecutive work days, the building administrator may consider the EMPLOYEE to have abandoned the position and resigned from the school district. This provision may be waived at the discretion of the SUPERINTENDENT.
4. If an EMPLOYEE's request for leave of absence is disapproved and the EMPLOYEE takes unauthorized leave, the SUPERINTENDENT shall declare the EMPLOYEE to have abandoned the position and resigned from the School District.

11.13 Every application for leave shall include:

- a. Type of leave and purpose of such leave
- b. What compensation, if any, shall be paid during period of the leave
- c. Length of leave
- d. Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application

- 11.131 Leave granted to any EMPLOYEE shall be used only for the particular purposes or causes which are set forth in the application. The BOARD shall have the right to determine that the leave is being used only for the purpose or causes set forth in such application, and if not so used, the BOARD shall have authority to cancel the leave. A leave not otherwise limited may be extended or renewed.
- 11.132 Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time of his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility.
- 11.14 Any EMPLOYEE granted a BOARD approved leave of absence without pay as provided in this article shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing BOARD approved programs, provided that the premiums for such insurance programs shall be paid by the EMPLOYEE quarterly in advance.
- With approval of the retirement system, said EMPLOYEE may continue participation in the system while on leave without compensation, provided that the retirement contribution is paid by the EMPLOYEE.
EMPLOYEES who leave the district shall be reimbursed for their prorated share of insurance premiums which they previously paid for dependent health care.
- 11.15 The EMPLOYEE shall be informed of the Principal's recommendation regarding any leave request at the time of transmittal to the Central Office.
- 11.16 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave): Through a Memorandum of Understanding, the BOARD adopted a Family Medical Leave Act policy. The provisions of the BOARD's FMLA policy run concurrent with existing leaves and benefits as provided in this AGREEMENT.

ARTICLE 12--COMPENSATION

12.01 Salary and Supplements: Effective July 1, 2003, each EMPLOYEE shall be compensated in accordance with the yearly salary schedule shown in Appendix A. Effective July 1, 2006, increments shall be paid following the ratification of the successor agreement. Supplemental pay shall be made in accordance with the appropriate schedule (see Appendices B through E) attached to this AGREEMENT and by this reference made a part thereof:

Supplemental Positions	Appendix B
Instructional Supplements*	Appendix C
Activities Supplements*	Appendix D
Coaching Supplements*	Appendix E

*If applicable

12.011 Each new EMPLOYEE shall be placed on the appropriate experience step of the Salary Schedule, for his highest degree earned as recognized by the Certification Section, Florida Department of Education. In determining the salary of said new EMPLOYEE, a year's experience may be validated by full-time related service, including sick leave for which compensation was received but excluding all other types of leave, for a total of more than one-half of the number of days required for the normal contractual period of service for the position held. This experience must be within the same school year, but may be in more than one school. A summation of fractional parts of two or more years will not be considered in computing experience.

If a former Collier County School District EMPLOYEE returns to the school district within the bargaining unit, said EMPLOYEE shall be credited with the same salary experience previously earned. This provision is for any EMPLOYEE who resigns after June 1, 1988.

CCPS administrators who accept positions classified in 1.02 of this AGREEMENT shall be placed on the instructional salary schedule as follows: They shall receive credit for all classroom and administrative educational experience. Salaries will be based upon the teacher salary schedule in effect at the time except when a pre-existing administrative contract is being honored.

Each EMPLOYEE's annual salary shall be determined in accordance with the current Instructional Salary Schedule, Appendix A of this Agreement, provided the EMPLOYEE's annual, end-of-the-year assessment designates his/her teaching performance as 'Satisfactory' pursuant to the Florida Statute 231.29. Any EMPLOYEE whose annual, end-of-the-year assessment rating is 'Unsatisfactory' overall will not be eligible for an experience-step increase in the subsequent contract year. Such EMPLOYEE so penalized who in the two (2) subsequent school years secures an overall rating of 'Satisfactory' shall receive any withheld experience step increase retroactive to the beginning of his/her contract year.

Any EMPLOYEE who receives an 'Unsatisfactory' assessment rating may request to have his/her performance assessment reviewed by an Assessment Review Panel composed of an administrator named by the SUPERINTENDENT in conjunction with an EMPLOYEE named by the ASSOCIATION. The authority of the Assessment Review Panel is limited to accepting the Principal's previous assessment or requiring that the Principal carry out a new performance observation and complete a replacement assessment on that EMPLOYEE. In the event that the Assessment Review Panel fails to reach agreement, the Principal's initial annual assessment shall prevail. Nothing in this paragraph is grievable beyond Level II.

PAY FOR PERFORMANCE

- a. Performance Pay will be an “opt-in” program. No EMPLOYEE shall be required to participate in the program as a condition of continued employment.
- b. Only EMPLOYEES who hold a Professional Services Contract (“PSC”) or Continuing Contract (“CC”) as defined in Florida Statutes may participate in Performance Pay.
- c. The EMPLOYEE’S previous and current year’s assessment must indicate performance levels of “Professional” and/or “Accomplished” in all the Educator Accomplished Practices (“EAP”) as defined in the Collier Teacher Assessment System (“CTAS”).
- d. The EMPLOYEE must choose to participate by October 31 of each school year. The EMPLOYEE must complete and submit the appropriate application packet. The application packet must be received and receipted by the district’s Human Resources office by 4:30 p.m. on October 31. In the event that October 31 falls on a non-contract day (based on the 196-day calendar), the application packet will be accepted until 4:30 p.m. on the following contract day. All participants must attend a follow up meeting in order to be eligible for Performance Pay.
- e. The Participant’s assigned/selected students must show learning gains as stated in the chart in section “h.”
- f. EMPLOYEES shall compete for Performance Pay within one of the following teacher groups, defined by their current job assignment, as follows:
 - ESOL K – 12
 - Pre-K
 - K – 3
 - 4 – 5
 - 6 – 10 ~ FCAT
 - 9 – 12 ~ No FCAT
 - AP 9 – 12
 - ESE Inclusion K – 12 including Speech/Language Pathologists
 - ESE Self Contained K – 12 including Speech/Language Pathologists
 - K – 12 Related Arts/Career Tech/ROTC
 - Program Specialist/Guidance Counselor/Media Specialist/ESE Program Specialist/Teacher on Special Assignment working directly with students
 - Workforce Development
- g. The amount of an EMPLOYEE’S Performance Pay is defined in Florida Statutes. Each year the BOARD shall budget an amount for the purpose of Performance Pay up to 10% of the eligible participants at a rate of 5% of the average teacher pay. The total amount awarded for Performance Pay shall not exceed this amount. Monies for Performance Pay shall be proportioned by the total number of teachers district wide in each teacher group listed in the chart.
- h. EMPLOYEES will be separated into one of the following teacher groups:

	ESOL K-12	Pre-K	K-3	4-5	6-10 FCAT	9-12 No FCAT	AP 9-12
% of district wide teachers	3	2	21	8	12	24	2
Target Students	All assigned	Class	Class	Class	Course or course/section	Course or course/section	Course or course/section
Assessment	BVAT	Galileo	GRA+DE	FCAT RDG or MATH	FCAT RDG ~ LA, SS. SCI FCAT MATH ~ MATH	District exams if available, other exams approved through C&I department	AP exam
Learning Gains	75% move at least one level AND 75% of lowest quartile move at least one level	75% score at least 50 on the norm curve equiv. for Lang/Lit and Math	75% have growth scale value (GSV) higher than the district grade level average GSV AND 75% of the lowest quartile have GSV higher than the district grade level average GSV	75% meet local gains AND 75% of lowest quartile meet local gains	75% meet local gains AND 75% of lowest quartile meet local gains	80% score at least a C AND 10% score at least an A AND less than 5% score an F	50% score at least a 3 AND 10% score at least a 4

	ESE Inclusion K – 12 Including Speech/ Language Pathologists	ESE Self Contained K – 12 Including Speech/ Language Pathologists	K-12 Related Arts, Career Tech, ROTC	ESPS, Media Specialist, Guidance Counselor, ESE Program Specialist, TSA Working Directly with Students	Workforce Development
% of district wide teachers	3	7	9.5	8	.5
Target Students	All assigned students	Class	Course or course/section	20+ selected students in lowest quartile or designated class with classroom teacher approval	Course or course/section
Assessment	Follow appropriate grade level OR (SLP only) District approved and grade level appropriate speech and language usage test	Brigance, Targeted Life Skills, or Assessment and Learning Profile (ALP) OR (SLP only) District approved and grade level appropriate speech and language usage test	Follow appropriate grade level	Follow appropriate grade level	TBD

Learning Gains	75% meet local AND 75% of the lowest quartile meet local gains (SLP only) 75% show at least a 25% gain (in standard score or age equivalent)	75% of students meet local gains on the FCAT OR 90% of the students taking an alternate assessment would show... 1) progress on 75% of the IEP goals that the teacher is responsible for or partially responsible for AND 2) progress on alternate assessment that correlates to the IEP goal and to the subject area(s) the teacher teaches. (SLP only) 75% show at least a 25% gain (in standard score or age equivalent)	Follow appropriate grade level	Follow appropriate grade level	TBD
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- i. The Participant shall submit a portfolio no later than 4:30 p.m. on August 30 of each school year demonstrating and documenting:
 - The initial application
 - Current year CTAS assessment
 - The “verified” learning gain scores evidenced by the targeted students ~ see chart in section “h” above
 - Evidence and student examples of strategies utilized to achieve progress in student achievement
- j. After verification of learning gains, a portfolio review committee will review portfolios meeting the required learning gains. This committee will consist of retired teachers chosen by the CCEA and retired administrators chosen by the SUPERINTENDENT. Utilizing a rubric, the committee will determine which EMPLOYEES shall receive Performance Pay.
- k. The parties fully understand that the decision of the committee is final, and there shall be no means of appeal. The terms and conditions of Performance Pay are not subject to the Grievance Procedure (Article 8).
- l. Either party may, upon thirty (30) days written notice, request a meeting to review and/or renegotiate any portion of this agreement. In the event that the Legislature repeals or delays implementation of s.230.23(5)(c),F.S., this agreement shall terminate.

12.012 Salaries for vocational instructors shall be computed as provided herein. Instructors may use work experience in lieu of degree status as required for certification by the Department of Education.

Effective for vocational instructors hired on or after July 1, 2002: The six (6) years of work experience required for initial certification will carry experience credit for salary. Additional work experience may be granted for the initial salary step assignment in lieu of teaching experience on a year-for-year basis.

EMPLOYEES who are assigned to the LWIT or Workforce and whose program requires a year-round assignment shall be employed for 236 days. At the sole discretion and approval of the Superintendent, an EMPLOYEE whose program requires a year-round assignment may, by exception and based on the needs of the school district as determined by the exclusive judgment of the Superintendent, be employed for 250 days. Instructors whose programs do not require a year-round assignment will be employed for 196 days. Programs will be evaluated on an individual basis.

12.013 The compensation entitlement for JROTC instructors shall be established as follows:

- a. Salaries for all currently employed JROTC instructors shall be calculated as the amount paid in the last full month of employment for the previous year plus a percentage of that amount equal to the average percentage increase in the instructional salary schedule made for the year for which the salary is being calculated.
- b. Salaries for new instructors whose initial date of employment is after June 30 of a given year shall be calculated for the remainder of the initial contract year at the minimum salary required by the military pay formula. In subsequent years, the salaries of these instructors shall be calculated as outlined in paragraph a) above.
- c. JROTC salary shall not be affected by increases in the minimum requirement of the military pay formula unless the salary as calculated in a) above falls below the minimum requirement. If this occurs, an adjustment shall be made to increase the salary to the minimum monthly salary required. Any decrease in the minimum requirement due to an increase in retired pay will not affect JROTC salaries. Retired pay figures for current EMPLOYEES will be frozen to those amounts listed on the current pay figures from first JROTC Region dated February 17, 1984. Future EMPLOYEES' retired pay figures will be frozen at those figures provided by third JROTC Region at the time of employment.
- d. Other provisions of this article notwithstanding, no JROTC instructor shall be paid at a monthly rate which is less than that paid to a teacher at the appropriate degree and experience step of the instructional salary schedule in effect at the time. It is hereby understood and agreed that no JROTC instructor shall receive as annual compensation from the BOARD an amount that is less than the annual salary earned by a beginning teacher on the instructional salary schedule (Experience Step 0 for a Baccalaureate Degree).

12.014 Any EMPLOYEE hired in the school district before July 1, 2002, shall be limited to a maximum of six (6) years experience for initial salary step assignment along with the following provisions.

- a. Additional Experience Credit on the Salary Schedule

Beginning with the 1985-86 school year, an EMPLOYEE assigned to Immokalee and/or Everglades City schools on a full-time basis shall be eligible to receive additional experience credit on the salary schedule, beyond the six (6) year maximum regularly allowed, for verifiable experience earned outside the district. One year of additional experience credit shall be granted for each two (2) complete years of full-time service in Immokalee and Everglades City schools, until each year of verifiable experience outside the district is credited or until the EMPLOYEE reaches the final step on the salary schedule, whichever occurs first. Each additional year of experience shall be credited at the beginning of the year following the completion of each two-year period of full-time

assignment in Immokalee or Everglades City schools. An EMPLOYEE who voluntarily transfers to a school in other than Immokalee or Everglades City during the year in which additional credit is granted shall forfeit the most recent year of additional credit granted, effective as of the date of transfer. However, an EMPLOYEE who is involuntarily reassigned or transferred to a school in a location other than Immokalee or Everglades City during the second year of the two-year assignment in which additional credit is to be earned shall not forfeit the benefit of this provision.

The EMPLOYEE is responsible to apply on the appropriate form provided by the Personnel Department for the one-step adjustment with the Personnel Office no later than the last day of the 196-day teacher contract of the school year prior to the adjustment. The EMPLOYEE shall be responsible for the submittal of the proper verification forms. The effective date of the adjustment shall be as of the date the experience is verified, but not sooner than the first day of the EMPLOYEE's contract for the subsequent year.

12.015 Immokalee/Everglades City Teaching Supplement

EMPLOYEES who teach in Immokalee and/or Everglades City shall receive an annualized index supplement of .02 of base pay for Baccalaureate Degree/0 experience during any year that they teach in Immokalee and/or Everglades City.

12.016 Beginning in the 1979-80 school year, an EMPLOYEE may earn a year of experience in the Collier County Public Schools by working at least one-half (1/2) time on at least ninety-nine (99) days of the 196-day contract or by working full-time for a complete semester. No EMPLOYEE may earn more than one (1) year of experience per fiscal year except as provided in subsection 12.014. This provision applies to salary credit only.

12.017 EMPLOYEES shall be paid on a biweekly basis, except the last pay date for each fiscal year shall be the Friday closest to July 12. Although every-other-Friday will generally be payday, some deviations are appropriate. For example, if a payday would occur on the day after Thanksgiving, that payday would be on Wednesday before Thanksgiving. If the Friday at the ending of either the winter or spring break is a normal payday, that payday will be moved to the following Monday for all EMPLOYEES.

If, after adjusting the pay dates as outlined above, a payday falls on a non-work day and/or paid holiday within the EMPLOYEES' contract period, paychecks will be distributed as noted below following proper notification of such options:

- a. First, if the EMPLOYEES' school or work site is open (high schools, Transportation, Vo-Tech, etc.), checks will be available at the work site.
- b. Second, if the EMPLOYEES' school or work site is closed, checks will be distributed from either Immokalee High School or the Payroll Department.
- c. As a third alternative, only to be utilized upon the written request of the individual EMPLOYEE and submitted in a list format from the payroll reporting center, checks will be mailed to the EMPLOYEE at his latest address on file. All checks payable to EMPLOYEES after the expiration of their contract calendar will be mailed to the latest address on file.
- d. EMPLOYEES with 196-day contracts will have the option, annually, to be paid in 22 or 26 checks. The first pay date of the contract year will be the first scheduled Friday pay date following the pay period in which the EMPLOYEE has worked a minimum of one day. Those EMPLOYEES who elect the 26-pay option shall receive a lump sum payment of the balance due for their contract year on the 21st scheduled pay date less one (1) period rate which will be paid on the 22nd scheduled pay date.

- e. An EMPLOYEE with a contract length of more than 196 days and less than 250 days will have the option, annually, to be paid according to the number of pay periods in which he works or 26 checks. The first pay date of the contract year will be the first scheduled Friday pay date following the pay period in which the EMPLOYEE has worked a minimum of one day. Those EMPLOYEES who elect the 26-pay option shall receive a lump sum payment of the balance due for their contract year on their next-to-the-last scheduled pay date in their respective contract year less one (1) period rate which will be on the last scheduled pay date.
- f. Beginning 1990-91, 250-day contract EMPLOYEES will be paid in 26 checks. After July 6, 1990, the 26th pay date shall be the Friday nearest July 12.

12.018 Administrative Designee

An EMPLOYEE assigned to a school with one administrator and who is designated by the Principal to assume the administrative responsibility for the school in the absence of the Principal shall receive a supplement of .030 per year.

12.019 National Board for Professional Teaching Standards (NBPTS)

In the event the Florida Legislature fails to pass legislation subsidizing the bonus pay provision of the NBPTS program, any EMPLOYEE in the District holding or receiving National Board Certification will continue to be paid an additional 10% of the average state teacher's salary per year for the remainder of his/her 10-year National Board Certification. This payment would be contingent upon the same qualifications as set forth in the original Florida Excellent Teaching Program (1999). The District will comply with the provisions of the Florida Excellent Teaching Program.

12.0110 EMPLOYEES who volunteer and are selected to evaluate high school course work done during Home Education Programs, or during study at private schools from which the district does not accept transfer credit without further validation, shall be paid fifty (\$50) dollars for each one-half credit course so evaluated. Evaluation of a course shall consist of review of the student's program and work, or administration and evaluation of the final exam for the course as given in the school from which credit is sought, as specified in the Pupil Progression Plan.

12.02 Travel Expense: Any EMPLOYEE who must use his personal automobile or otherwise provide his own transportation when on school district business shall be reimbursed by the BOARD according to the amount established by current BOARD policy.

12.021 Home to School: Such mileage reimbursement shall not include routine travel to and from the EMPLOYEE's home and the school to which he is assigned.

12.022 Itinerant EMPLOYEE: Itinerant EMPLOYEES are those EMPLOYEES who are assigned to more than one (1) school per day. Each EMPLOYEE shall be assigned a home school. The home school assignment for an itinerant EMPLOYEE shall be the school of assignment nearest to his/her residence. It is the EMPLOYEE's responsibility to commute to and from work each day. Therefore, all mileage driven as part of the EMPLOYEE's regular assignment, LESS the round trip commuting mileage between the EMPLOYEE's residence and his home school, is reimbursable.

12.023 The SUPERINTENDENT shall designate the home school of each EMPLOYEE who has an itinerant assignment for the purpose of computing mileage.

12.024 Other allowable expenses incidental to travel, such as meals and lodging, when on school district business shall be reimbursed by the BOARD in the manner and to the extent provided by Florida Statutes and/or State Board of Education Rules.

- 12.03 Terminal Pay: Terminal pay will be paid to an EMPLOYEE (or to his beneficiary if service is terminated by death) in accordance with the following conditions:
- a. Any EMPLOYEE earning ten (10) to twelve (12) years of experience as defined in 12.016 in the Collier County Public Schools shall be eligible to receive the daily rate of pay at the time of termination, and/or normal or disability retirement, multiplied by fifty percent times the number of days' accumulated sick leave.
 - b. Any EMPLOYEE earning thirteen (13) years of experience or more as defined in 12.016 in the Collier County Public Schools shall be eligible to receive the daily rate of pay at the time of termination, and/or normal or disability retirement, multiplied by one hundred percent times the number of days accumulated sick leave.
- 12.031 Terminal pay will not be paid for sick leave days transferred into Collier County from another school district. However, sick leave will be charged against transferred sick leave days prior to the charge of sick leave against days earned in Collier County.
- 12.032 Payment of terminal pay will be made by the district within thirty (30) calendar days following the EMPLOYEE's retirement or termination date. Said payment shall be deposited in a deferred compensation account in accordance with BOARD policy.
- 12.033 Once terminal pay has been calculated and paid, the EMPLOYEE will have no remaining balance in his sick leave account.
- 12.034 Terminal pay shall be reduced by 25% for any EMPLOYEE who gives less than 30 calendar days notice prior to retirement or termination. The SUPERINTENDENT may waive this provision in case of an emergency. Terminal pay will not be paid to any EMPLOYEE who is terminated for sexual molestation of students or selling controlled substances to students provided all due process rights have been afforded the EMPLOYEE.
- 12.035 Transfer of unused sick leave days pursuant to Florida Statutes, Chapter 231, may be initiated at anytime after retirement or termination.
- 12.036 The district will provide each EMPLOYEE with a written notice review of all benefits and procedures due within 30 calendar days of notification of the EMPLOYEE's intention to retire or terminate.
- 12.037 In calculating terminal pay, the collective bargaining agreement in effect on the EMPLOYEE's last day of work or paid leave, excluding summer school, will be used to determine the appropriate payoff.
- 12.04 College Credit Reimbursement: Subject to prior approval of the SUPERINTENDENT's Office, the BOARD will reimburse each EMPLOYEE the actual amount of tuition paid, not to exceed the resident tuition rate established by the Florida State Board of Regents as of September 1, for any courses taken during the succeeding 12 months for each approved graduate or undergraduate semester hour taken. Undergraduate hours shall not be limited when taken by EMPLOYEEES in order to attain certification in an area to which they have been assigned out of field.
- 12.041 Area(s) included are:
- a. Subject area(s) included in the EMPLOYEE's area of assignment or courses specifically related to topics within the district-approved curriculum for said EMPLOYEE, or courses in additional areas of certification as approved by the SUPERINTENDENT including educational leadership.
 - b. Courses in curriculum as applicable to the EMPLOYEE's area of assignment.

- c. Four semester hours of independent study annually, designed to add competency in the EMPLOYEE's area of assignment. Requests for reimbursement of independent studies shall also include a written course description signed by the professor. Courses which do not include at least thirty hours of classroom instruction shall be limited in the same manner as independent study courses.
- d. Courses in computer science, the skills and knowledge from which can be demonstrated by the EMPLOYEE to be necessary to the accomplishment of the EMPLOYEE's assignment.
- e. EMPLOYEES shall be reimbursed for any courses taken which are necessary for certification in areas designated by the SUPERINTENDENT as critical shortage areas as of February 1 of each year.
- f. Teacher Effectiveness Training courses.
- g. Public Relations in Education courses.
- h. EMPLOYEES who are teaching out-of-field shall be reimbursed for courses that will lead to certification in the assigned field.
- i. EMPLOYEES who are required to take courses to meet state mandates such as ESOL/LEP training shall be reimbursed for required courses.
- j. EMPLOYEES who take courses that qualify for reimbursement from the DOE shall request reimbursement from that source and shall not be eligible for local reimbursement. If the DOE rate is less than that provided by CCPS, the BOARD will reimburse the difference.

12.042 Reimbursement shall not be provided for courses outside the area of education; for example, courses leading to a degree in law, engineering, nursing, real estate, business, courses based on travel, etc.

12.043 Courses must be taken from an accredited institution.

12.044 Evidence of a grade of "B" or better for each credit hour must be submitted. A grade of "pass" will be reimbursed up to four (4) semester hours per fiscal year. A receipt indicating the amount paid for the course also must be submitted.

12.045 EMPLOYEES will not receive reimbursement when on paid sabbatical leave.

12.046 EMPLOYEES will not receive college credit reimbursement for courses taken for credit when expenses such as per diem, travel, registration, etc., are paid.

12.047 Reimbursement for courses taken during the summer shall be paid when the EMPLOYEE returns to work for the next school year. No reimbursement shall be paid to those not employed by the district for the next school year.

12.05 Inservice Compensation for EMPLOYEES Receiving Training:

EMPLOYEES shall be compensated for participation in inservice-training activities which are outside of, or in addition to, regular hours of duty assignments or a regular day of a contract period for which regular compensation is provided, provided that the EMPLOYEE is specifically selected or assigned, by name individually and in writing by the SUPERINTENDENT's Office, to participate in the inservice-training activity and be so compensated.

12.051 EMPLOYEES participating in inservice training shall be compensated at a rate of \$17 per hour of attendance.

- 12.052 Each EMPLOYEE who is required to participate in the Professional Orientation Program shall attend up to eighteen (18) hours of inservice training outside of normal working hours, without additional compensation, as a condition of employment.
- 12.053 EMPLOYEES who must meet requirements for an ESOL endorsement (300 hours of inservice training or 15 semester hours of college course work) to satisfy the DOE/META Consent Decree shall receive compensation and/or reimbursement for training as follows:
- a. EMPLOYEES who meet all or part of these requirements through college course work shall receive tuition reimbursement as noted in 12.04.
 - b. EMPLOYEES who meet all or part of these requirements through inservice training will be compensated for each sixty (60) hour training course at the rate which would have been reimbursed for the equivalent training through college course work.
- 12.054 EMPLOYEES who teach math, science, social studies or computer literacy and who must receive either sixty (60) hours of inservice training or three (3) semester hours of college course work to satisfy the DOE/META Consent Decree shall receive compensation or reimbursement for training as follows:
- a. EMPLOYEES who meet these requirements through three (3) semester hours of college course work shall receive tuition reimbursement as noted in Article 12.04.
 - b. EMPLOYEES who meet these requirements through sixty (60) hours of inservice training shall attend no less than twenty (20) hours of classroom instruction and complete up to forty (40) hours of independent study. Compensation will be paid for classroom instruction time as noted in Article 12.05.
- 12.055 EMPLOYEES who must receive eighteen (18) hours of inservice training to meet the requirements of the META/DOE Consent Decree shall attend no less than six (6) hours of classroom instruction and complete up to twelve (12) hours of independent study. Compensation will be paid for classroom instruction time as noted in Article 12.05.

12.06 Inservice Compensation for EMPLOYEES Conducting Training:

EMPLOYEES shall be compensated for planning, organizing and conducting inservice-training activities which are outside of, or in addition to, regular hours of duty assignment or a regular day of a contract period for which regular compensation is provided, provided that the EMPLOYEE is specifically selected or assigned, by name individually and in writing by the SUPERINTENDENT's Office, to plan, organize and conduct the inservice-training activity and be so compensated.

- 12.061 EMPLOYEES conducting inservice-training activities shall be compensated at a rate of thirty (\$30) dollars per hour for each hour the inservice-training activity is conducted.
- 12.062 EMPLOYEES planning and organizing inservice-training activities, which they will later conduct, shall be compensated at a rate of thirty (\$30) dollars per hour for such planning and organization. The number of hours compensated for planning and organizing inservice-training activities shall not exceed one-half (1/2) the number of hours involved in the inservice-training itself. EMPLOYEES conducting the same inservice activity more than once within 90 calendar days shall be compensated for no more than one quarter (1/4) of the number of hours involved in the inservice activity itself for each of the activities beyond the first.

12.07 Insurance:

- 12.071 CCEA shall be afforded the opportunity to name three (3) representatives to a joint ASSOCIATION/Administration committee which shall meet annually to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits.

The mission of the health care program shall be to achieve the following four goals:

- a. Ensure financial access to clinically efficacious health care services for plan participants
- b. Protect plan participants from extreme financial hardship due to major health care needs
- c. Minimize the total cost of the health plan over the long term
- d. Simplify, wherever possible, the administrative burden of the health plan

12.072 The District shall make a health insurance plan available to eligible EMPLOYEES.

- a. Eligibility: EMPLOYEES regularly scheduled to work 18.75 or more hours per week (0.5 FTE) are eligible for health insurance. Specific information on eligibility requirements is contained in Health Benefit Plan document (the "Plan") available at the District benefits' office. In addition, a Summary Plan Document (the "SPD") will be available to EMPLOYEES prior to the annual enrollment period held each year. (Additional copies of the SPD will also be available to EMPLOYEES by contacting the District benefits' office.)
- b. Enrollment/Waiting Periods & Pre-existing Conditions: The Plan shall stipulate when an EMPLOYEE or his/her dependents may enroll in the health insurance plan. Enrollment may be subject to limitations based on pre-existing or other conditions as defined in the Plan.
- c. Plan Benefits: Each year, prior to the annual enrollment period, EMPLOYEES will receive an SPD booklet that will outline the current health insurance benefits and limitations. Information relative to specific health insurance benefits and limitations will be updated regularly and contained in the Plan document available at the District benefits' office. In the event there is a conflict between the provisions of the collective bargaining agreement and the Plan, the District's Plan shall control.
- d. Health Care Premiums:
 1. EMPLOYEE Coverage: The BOARD shall provide and fully fund (100% District paid) comprehensive health insurance as defined in the Plan for all EMPLOYEES covered under this section.
 2. Dependent Coverage: EMPLOYEES selecting dependent coverage pursuant to the Plan shall be responsible for the payment of premiums as set on an annual basis. Annual premiums are effective January 1 and will be adjusted each year during the term of this agreement pursuant to an actuarial recommendation.
 3. Annual Premium Adjustment: Each year, prior to the enrollment period, the health insurance premiums shall be set to insure that the rates are actuarially sound and meet any and all federal, state and other requirements. At a minimum, the premiums will increase by 3.5% per year.

12.073 Cafeteria (Section 125) Plan

Beginning January 1, 2006, the BOARD shall provide eligible EMPLOYEES a Cafeteria (Section 125) Plan, and EMPLOYEES shall receive \$450 each year, subject to Section 125 of the Internal Revenue Code, to select benefits provided in the District's Cafeteria Plan. The Cafeteria Plan shall include such benefits as agreed to by the joint Collaborative Study Committee on Employee Health Insurance and Benefits.

12.074 Life Insurance: Each EMPLOYEE shall receive term life insurance with a benefit of \$30,000, or one times (1 x's) the EMPLOYEE's annualized salary up to \$100,000, whichever is greater, effective at the expiration of the district's master current life insurance agreement and subject to the provisions of the life insurance contract then in effect.

12.075 Retired EMPLOYEES shall be permitted to participate in the basic health care plan with any primary coordinating coverage offset at no cost to the BOARD. EMPLOYEES retiring during the current school year will be accepted into the plan within 30 days of their retirement date.

12.076 It is the responsibility of the EMPLOYEES to report in writing, or by the use of e-mail, within thirty (30) days, any change in marital, dependent or any other status for the purpose of updating insurance records for the District's benefits office.

12.08 Paid Holidays: Less than 250-day EMPLOYEES shall receive six (6) paid holidays.

12.09 Sick Leave Buyout: At the discretion of the EMPLOYEE and the annual approval of the BOARD, accumulated personal sick leave may be purchased by the BOARD under the following conditions:

- a. A minimum balance of twenty (20) days must be maintained at all times
- b. The maximum number of days eligible for purchase by the BOARD shall be in accordance with F.S. 231.40 (2)(a)3
- c. The purchase price of the sick leave days purchased shall be set at the EMPLOYEE's current daily rate of pay multiplied by 50% for an EMPLOYEE with zero (0) to twelve (12) years of experience in Collier County and by 80% for EMPLOYEES with thirteen (13) or more years of experience in the Collier County Schools. Experience is defined in Article 12.016.
- d. Days for which an EMPLOYEE receives payment will be deducted from the accumulated leave balance at 100% value even if restricted by item (c) above.
- e. All payments made under this section will be considered as salary and, therefore, be subject to federal income tax and social security tax.
- f. Application letters must be submitted to the Business Office prior to June 1 of each year and must include the total number of days requested. In calculating buyout pay, the collective bargaining AGREEMENT in effect at the time the EMPLOYEE elects the buyout provision will be used to determine the appropriate pay. Payment will be included with the first regular pay date in January of the subsequent calendar year.

12.10 Fingerprinting of EMPLOYEES

The BOARD shall pay the FBI processing fee only for EMPLOYEES hired by the District prior to October 1, 1990, and required to have a criminal background investigation (reference FS 231.02[b] as amended, 231.1725 and 231.28). This provision does not apply to EMPLOYEES who have a break in service. The District will provide the ASSOCIATION with general guidelines as to the disposition of any negative findings as a result of this provision.

12.11 EMPLOYEES Directed to Substitute for Another EMPLOYEE

Each EMPLOYEE who is directed by his Principal to substitute in an instructional capacity in the absence of another EMPLOYEE shall receive a stipend as follows:

Minutes	Stipend
≥ 15 & <41	\$12
≥ 41 & <81	\$18
≥ 81	\$36

When a class is divided among other classes for more than half of the student day because a substitute cannot be procured, then each Teacher receiving students shall receive the proportionate amount of substitute pay. The proportion will be determined by the number of Teachers receiving students from the class.

ARTICLE 13--MISCELLANEOUS PROVISIONS

- 13.01 In the event any portion of this AGREEMENT shall be determined to be invalid and/or unenforceable by a court of competent jurisdiction, or as the result of state or federal legislation, the balance of the AGREEMENT shall remain in full force and effect. The parties shall negotiate alternative proposals to the affected portions within sixty (60) days after such determination.
- 13.02 The BOARD and the ASSOCIATION subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The ASSOCIATION therefore agrees that it will not condone, aid or abet (directly or indirectly) any strike, work stoppage, slowdown or other concerted refusal to perform work by the EMPLOYEES covered by this AGREEMENT during the life of this AGREEMENT. In the event of a strike, work stoppage, slowdown or other concerted refusal to perform work, the terms and conditions of this AGREEMENT shall immediately become null and void.
- 13.03 The rights of an EMPLOYEE as an EMPLOYEE of the BOARD shall not be adversely affected in any manner solely because of sex, race, religion, marital status, national origin, handicap or disability.
- 13.04 The AGREEMENT covers the period of time from July 1, 2006, to June 30, 2009.
- 13.05 Salary rates as set forth in this AGREEMENT shall be effective as of the date listed on the appropriate appendix page.
- 13.06 The parties agree to commence negotiations on a successor agreement no later than December 1, 2008.

**APPENDIX A
INSTRUCTIONAL SALARY SCHEDULE*
July 1, 2006, to June 30, 2007**

2005-06 Step	New Hires	2006-07 Step	Bachelor's	Bachelor's Performance Pay	Master's**	Master's Performance Pay
0-3	0-4	A	38,198	1,910	40,893	2,045
4	5	B	39,479	1,974	42,425	2,121
5	6	C	40,761	2,038	43,966	2,198
6	7	D	42,043	2,102	45,505	2,275
7	8	E	43,323	2,166	47,043	2,352
8	9	F	44,605	2,230	48,582	2,429
9	10	G	45,887	2,294	50,117	2,506
10	11	H	47,168	2,358	51,656	2,583
11	12	I	48,450	2,423	53,195	2,660
12	13	J	49,732	2,487	54,734	2,737
13	14	K	51,014	2,551	56,272	2,814
14	15	L	52,295	2,615	57,806	2,890
15	16	M	55,243	2,762	61,144	3,057
16-19	17+	N	58,812	2,941	64,756	3,238
20***		L-1***	59,183	2,959	65,104	3,255
21***		L-2***	60,793	3,040	66,808	3,340

* Computation of Salaries

Salaries are computed on the basis of 196 working days except for an EMPLOYEE's initial contract. All instructional positions which are more or fewer than 196 days will be computed at the daily rate of 1/196 of the instructional salary. An EMPLOYEE's initial contract will be computed on the basis of 198 days pursuant to Article 4.11(a).

Planning Time Supplement

High school EMPLOYEES shall receive an additional 16.5% instructional supplement if regularly scheduled to teach each block within the 4 x 4 block schedule. Middle and high school EMPLOYEES on a six (6) or seven (7) period day who are regularly scheduled to teach during their planning period shall be paid a 10% instructional supplement.

Alternative School Lead Teacher

Alternative School Lead Teacher at specific sites as recommended by the Principal shall receive an additional 10% instructional supplement. Duties and responsibilities will vary depending on the program and will be determined by the Principal.

** Degree Supplements (add to Master's)

- \$1,500 Specialist in Education or the equivalent degree or unconditional admission to Doctoral candidacy from an accredited college or university
- \$2,000 Specialist in Education or the equivalent degree or unconditional admission to Doctoral candidacy if in the area of assignment
- \$2,500 Doctoral Degree from an accredited college or university
- \$3,000 Doctoral Degree from an accredited college or university if in the area of assignment

Certification Supplement (additional to degree supplement)

- \$2,000 Certificate of Clinical Competence in Speech Language Pathology (CCC-SLP)

*** Longevity Service to the School District of Collier County

EMPLOYEES with a minimum of twenty (20) or twenty one (21) years of teaching/administrative service with the School District of Collier County shall be eligible for these longevity steps. (Note for 2006/07: Pursuant to the 2006/07 negotiated agreement, EMPLOYEES will not advance to L-1 or from L-1 to L-2; however, EMPLOYEES on L-1 or L-2 in 2005/06 will remain on that step for 2006/07.)

APPENDIX B
SUPPLEMENTAL POSITIONS

1. The term department chairman shall pertain to the chairman of a specific grade level, a specific discipline or subject area, a grouping of disciplines or subject areas for the purposes of communication, articulation and planning, or an interdisciplinary team.
2. For the purpose of computing supplements, no EMPLOYEE shall be counted more than once at any school center unless that center has organized its instructional staff with multiple chairmanship designations including, but not limited to, department chairmen and team leaders.
3. A department eligible to have a department chairman shall consist of at least three (3) employees.
4. Each EMPLOYEE assigned to a school at least half-time will be counted as a member of one team or department.
5. EMPLOYEES earning athletic supplements may select to be compensated in equal installments throughout the term of the supplemental assignment.
6. Before any person shall be eligible for a supplement, he shall first be approved by a majority vote of the BOARD, in open meeting, upon recommendation of the SUPERINTENDENT.
7. There shall be no express or implied right to reappointment to any position in the school system paying any supplement, for any subsequent year, just because of the fact of having been appointed for any prior year. Any person shall be considered reappointed to his supplemental position for the subsequent school year if he has not been notified in writing of the intent not to reappoint by April 20 of the current school year, or by June 1 of the current school year for an EMPLOYEE whose assignment has not been completed by April 20.
8. Each chairman under Instructional Supplements shall receive the prescribed compensation based upon the number of EMPLOYEES on his team for the entire year or a proration thereof for those who work less than a full year.
9. After serving a maximum of three (3) consecutive years as an appointed department chairman or team leader, this supplemental position shall be open to competitive application by other EMPLOYEES within the department or team.
10. Those Vocational-Technical Center department chairpersons who are employed for 236 days shall be compensated at the rate of an additional 20% for those EMPLOYEES within the department who are employed 236 days.
11. In regard to an EMPLOYEE's request to fill a coaching assignment at a school other than his/her primary school of assignment, the following procedures shall be followed:
 - A. The EMPLOYEE shall request approval from the Principal of each school to which he/she is assigned prior to making a commitment to coach. This request should include the best information available regarding the dates and times early dismissal is necessary. If any Principal is of the opinion that too much instructional time would be missed, he/she may deny the request to coach.
 - B. If the home school Principal has approved the coaching position, Temporary Duty Assignment leave will be granted for all early releases.
 - C. No early release from instructional time, meetings, conferences or duty assignments will be granted for practices or coaches' meetings. Coaches may be released from planning time if there are no other conflicts as long as classes are adequately planned.

APPENDIX B
SUPPLEMENTAL POSITIONS
(Continued)

- D. In recognition of the difficulty in finding qualified coaches, all elementary and middle school Principals will attempt to be as flexible as possible in allowing EMPLOYEES to coach at the high school.
 - E. High school EMPLOYEES are discouraged from seeking coaching positions at another high school but may be so assigned upon receiving prior approval of both Principals involved.
 - F. In all cases listed above, an EMPLOYEE may appeal a Principal's decision directly to the Principal's Supervisor. The Supervisor's decision will be final.
12. Requests for approval of the addition of coaching positions should follow the normal chain of authority: Coach--Activities Coordinator--School Principal--SUPERINTENDENT--District School Board.

**APPENDIX C
INSTRUCTIONAL SUPPLEMENTS**

<u>Number of Persons</u>	<u>Index*</u>
1	0.0000
2	0.0000
3	0.0379
4	0.0447
5	0.0516
6	0.0581
7	0.0644
8	0.0705
9	0.0765
10	0.0822
11	0.0878
12	0.0930
13	0.0983
14	0.1030
15	0.1078
16	0.1122
17	0.1167
18	0.1206
19	0.1246
20	0.1282
21 or above	0.1300

- | | |
|---|---------|
| 1. Peer/Mentor Teacher—Beginning Teacher Program (School-Based Only) 180 days | 0.014* |
| 2. Middle School Department Chairperson | 0.030* |
| 3. A singular change (+ or -) in the "Number of Persons" after October 1 of the current school year will not initiate a change in the calculation of the supplement. | |
| 4. Payment of instructional supplements shall begin with the second paycheck in October and shall be prorated over the next ten (10) paychecks. | |
| 5. Building Technology Coordinator (SYSOP [one per school]) | 0.030* |
| 6. District Media Specialist Teacher Leader | 0.1505* |
| 7. District Foreign Language Teacher Leader | 0.1505* |
| 8. Everglades City School—Subject Area Contacts, 4 High, 4 Middle (Math, Science, Language Arts, Social Studies) Everglades Middle/High Teachers are not eligible for Team Leader or Department Chairperson supplements | 0.030* |

* Supplements are computed by applying the above index to the base pay for the Bachelor's Degree/0 experience.

**APPENDIX D
ACTIVITIES SUPPLEMENTS¹**

ATHLETICS RELATED

Index*

Everglades City Activities Director.....	0.0517
Intramural Director of Approved Sports.....	0.0110
Intramural Team Sponsor for Approved Sports.....	0.0045

CLASS SPONSORS

Senior Class Sponsor.....	0.0267
Senior Class Assistant Sponsor.....	0.0256
Junior Class Sponsor.....	0.0314
Junior Class Assistant Sponsor.....	0.0256
Sophomore Class Sponsor.....	0.0162
Freshman Class Sponsor.....	0.0162

ART/MUSIC/DRAMA**

Art Teacher (.0027 per public performance).....	Limit 6
Art Event Coordinator (1 per District).....	0.0060
Drama Director (.0221 per major performance)	
Elementary Music Teacher (.0027 per public performance).....	Limit 6
High School Band Director.....	0.1109
High School Assistant Band Director.....	0.0530
High School Band Auxiliary Unit Sponsor.....	0.0267
High School Orchestra Director (Minimum of eight [8] public performances per year).....	0.0530
High School Choral Director (Minimum of eight [8] public performances per year).....	0.0530
Middle School Band Director***.....	0.0267
Middle School Orchestra Director***.....	0.0267
Middle School Choral Director (.0027 per public performance).....	Limit 12
Music Director for Dramatic Musical Production (.0221 per major production).....	Limit 1
Music Event Coordinator (1 per District).....	0.0090

OTHER ACTIVITIES

Academic Competitive Club Sponsor.....	0.0199
Administrative Designee.....	0.0300
Campus/Lunch Monitor (Note: Subject to school-based funding; in lieu of 35-minute duty-free lunch; per semester/term).....	0.0075
Career Academy Director.....	0.0602
Elementary Newspaper Sponsor.....	0.0110
Elementary Safety Patrol Sponsor.....	0.0146
Excelsior© Support Person (1 per school per semester/term).....	0.0081
High School Student Council Sponsor.....	0.0267
JROTC Supply Officer.....	0.0602
Laureate Mentor (.0027 per student) ²	
Laureate Program Coordinator (1 per District).....	0.1505
Law Fair Coordinator (1 per District).....	0.0150
Lead Literacy Specialist (1 per District).....	0.1505
Lead Reading Coach (1 per District).....	0.1505
Middle School Field Day Coordinator.....	0.0105
Mock Trial Sponsor.....	0.0199
Mock Trial Coordinator (1 per District).....	0.0150
Model UN Coach (1 per building).....	0.0098

(Continued...)

**APPENDIX D
ACTIVITIES SUPPLEMENTS
(Continued)**

NBPTS Facilitator (1 per District)	0.1505
Newsmagazine Sponsor (4 issues required, minimum of 24 pages per issue)	0.0211
Newspaper Sponsor (9 issues required)	0.0211
Safe & Drug-free Schools Contact	0.0241
School-based Science Fair Coordinator (1 at each middle and high school).....	0.0090
School Club Sponsor (Elementary, Middle, High School and Workforce Education)	0.0121
Science Fair Coordinator (1 per District).....	0.0903
Science Review Committee Chairman (1 per District)	0.0181
Special Academic Activities (approved by SUPERINTENDENT)	0.0110
Speech and Debate Team Sponsor****	0.0361
Spelling Bee Coordinator (1 per District)	0.0105
Students Working Against Tobacco Contacts (1 at each middle and high school).....	0.0211
Traffic/Bike Safety Coordinator (1 per District).....	0.0196
Web Site Developer	0.0075
Yearbook Sponsor:	
Middle School.....	0.0260
High School	0.0321

- * Supplements are computed by applying the above index to the base pay for the Bachelor's Degree/0 experience.
- ** In order to receive a supplement for one or more levels (middle school, high school) an assignment must average a minimum of two (2) weekly, after-school sessions during the school year. In order to receive an exhibit or performance supplement for art or music, said activity is to occur outside of the EMPLOYEE's work day (to be approved by the Principal and the SUPERINTENDENT's designee).
- *** This amount may be increased by 0.0030* (note about \$100 on the BS step 0 for the 05-06 school year) per public performance per school as approved by the SUPERINTENDENT. Payment shall not be made for public performances in excess of fifteen (15) in number.
- **** Applicable only to sponsors whose teams annually participate in a minimum of four (4) tournaments.

Note 1: Payment of activities supplements shall begin with the second paycheck in October and shall be prorated over the next ten (10) paychecks.

Note 2: The Principal may divide this supplement among several EMPLOYEES but not to exceed .0027 per student.

Curriculum and Instruction (C & I) supplements shall be reviewed annually by the appropriate administrator to determine if there is a need for the supplement. Requests for additional C & I supplements may be approved and awarded by the Superintendent and brought forward during subsequent negotiations.

Supplemented positions shall be allocated and approved by the Superintendent on an as-needed basis and subject to appropriate funding.

**APPENDIX E
COACHING SUPPLEMENTS**

<u>Sport</u>	<u>Head Varsity Coach</u>	<u>Assistant Varsity Coach</u>
Baseball	.10	.06*
Basketball	.12	.07*
Cheerleading		
Fall	.03	.015
Winter	.03	.015
Everglades (per year)	.04	NA
Certified Athletic Trainer (per semester)	.07	NA
Conditioning Coach	.08	NA
Cross Country	.05	NA
Football	.13	.08*
Golf	.05	NA
Soccer	.08	.05*
Softball	.10	.06*
Spring Football	.03	.02
Swimming	.08	.05*
Tennis	.05	NA
Track	.08	.05*
Volleyball	.06	.04*
Wrestling	.10	.06*

1. Supplements are computed by applying the above index to the base pay for the Bachelor's Degree/0 experience. Supplement pay will be spread during the season of play.
2. A coach who completes four (4) consecutive years as a coach in Collier County in the same sport and who continues to coach in that sport in the Collier County Public Schools shall receive a 20% plus adjustment to the supplement amount for the position beginning with his/her fifth (5th) year and continuing through the ninth (9th) year he/she maintains a coaching position in the sport. A 30% plus adjustment to the supplement amount shall be made for the tenth (10th) year and continuing through the fourteenth (14th) year he/she maintains a coaching position in the sport. A 40% plus adjustment to the supplement amount shall be made for the fifteenth (15th) year he/she maintains a coaching position in the sport. A 50% plus adjustment to the supplement amount shall be made for the twentieth (20th) year in the sport and thereafter as long as he/she maintains a coaching position in the sport. The requirement for continuity in the same sport shall be waived if the Principal requests that the coach change sports.
3. In the event a former District coach is reemployed by the District in the previously held coaching position at any District school, the coach shall be credited with the same coaching salary experience previously earned.
4. A coach whose team or individual team member(s) advances beyond district competition in the state tournament structure shall receive a 1% plus adjustment to the supplement amount for the position for each calendar day from the day following the conclusion of district competition through the day of the last competition. The same adjustment shall apply to the cheerleading coach and band director.
5. Commencing with the 1999/2000 school year, there will be the addition in each high school of one Cheerleading Assistant Varsity Coach, one Wrestling Assistant Varsity Coach and one Track Assistant Girls/Boys Varsity Coach.

* To be approved at the discretion of the SUPERINTENDENT based upon an adequate number of participants.

APPENDIX F
SALARY SCHEDULE & BENEFITS FOR SUMMER EMPLOYMENT

1. The Summer School Program/Curriculum Writing Projects shall be at the discretion of the BOARD.
2. The salary for teaching summer school shall be calculated by using the hourly rate of the EMPLOYEE for the school year immediately preceding the summer school.
3. The following leave provisions shall apply to regular summer school teaching only:

A. Sick Leave

Each EMPLOYEE who is scheduled to work at least one-half of the summer school program shall earn two (2) days of paid sick leave at the conclusion of the first day the EMPLOYEE actually works in summer school. Such sick leave shall be cumulative from summer school to the regular school year. Sick leave earned during the EMPLOYEE's regular contract period may not be used during summer school. A day of sick leave is defined as the number of hours regularly scheduled to be worked per day in summer school. Any EMPLOYEE who works less than one-half of the summer school program will not earn leave.

B. Personal Leave

Each EMPLOYEE shall be entitled to one (1) day personal leave from the two (2) days of sick leave posted in "A" above. Such personal leave shall be charged against the sick days earned for summer school and is noncumulative. In any event, an EMPLOYEE may not take more than six (6) personal days of leave each fiscal year.

C. Other Leave

Other types of leaves permitted in the summer school program are:

- 1) Jury Duty (in accordance with 11.03)
- 2) Illness-In-Line-of-Duty Leave (in accordance with 11.04)

4. The salary for participating in curriculum writing projects shall be \$20 per hour.
5. There are no leave benefits for any EMPLOYEE who participates in curriculum writing projects.
6. Contracts for teaching positions/assignments for the district's Summer School Program first shall be offered to EMPLOYEES who were employed by the district in the preceding school year.
7. EMPLOYEES hired after June 1, 1994, working in critical areas of Exceptional Student Education may be required to work extended contracts as a condition of employment. Those critical areas include the following:

Hearing Impaired
Visually Impaired
Profoundly Mentally Handicapped
Severely Emotionally Disturbed
Trainable Mentally Handicapped
Speech/Language Pathologist

8. Counselors who are required by their Principal and agree to work during the summer break will be compensated at their regular rate of pay.

**APPENDIX G
GRIEVANCE FORM (GF)**

NAME OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL/DEPARTMENT: _____ JOB CLASSIFICATION: _____

NAME OF ADVOCATE, IF APPLICABLE: _____

NAME OF PERSON GRIEVANCE FILED WITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. SPECIFIC CONTRACT PROVISION GRIEVED:

ARTICLE

SECTION

C. STATEMENT OF GRIEVANCE (including time, place and event leading to the grievance)

D. RELIEF SOUGHT

Signature of Grievant

Date of Filing

E. DISPOSITION OF GRIEVANCE--LEVEL I

Signature of Person Making Response

Date of Response

RESPONSE OF GRIEVANT:

I accept the above decision.

I appeal the above decision.

Signature of Grievant

Date of Response

Continued . . .

**APPENDIX G
GRIEVANCE FORM (GF)
(Continued)**

F. DISPOSITION OF GRIEVANCE--LEVEL II

Signature of Person Making Response

Date of Response

RESPONSE OF GRIEVANT:

I accept the above decision.

I appeal the above decision to arbitration.

Signature of Grievant

Date of Response

DISTRIBUTION: Original to Supervisor
Copies to Grievant/Association/Office of the SUPERINTENDENT

**APPENDIX J
TERM OF AGREEMENT**

This AGREEMENT shall be effective as of July 1, 2006, and shall continue in effect through June 30, 2009.

Collier County Education Association

District School Board of Collier County

Von Jeffers
President

Kathleen Curatolo
Chairperson

Jonathan Tuttle
Executive Director

Raymond J. Baker
Superintendent

Cal Boggess
Chief Negotiator

Michele LaBute
Chief Negotiator

MEMORANDUM OF UNDERSTANDING

1. Pursuant to Article 12.071, the committee joint ASSOCIATION/Administration committee will convene no later than November 15 of each year to make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits. The ASSOCIATION will provide the names of their three representatives to the district's Benefits Office no later than September 1 of each year. In addition, the ASSOCIATION will provide a list of agenda items no later than October 1 of each year. The committee will provide a list of consensus recommendations and the related estimated costs to the SUPERINTENDENT for his/her consideration no later than February 15 of each year for implementation in the following plan or program year.
2. CCPS withdraws proposal [re 11.103] provided a MOU is signed regarding Attorney General's opinion.