CONTRACT

July 1, 2025 – June 30, 2028

CHARLOTTE COUNTY SCHOOL BOARD

AND

CHARLOTTE COUNTY

SUPPORT PERSONNEL ASSOCIATION

CONTRACT

BETWEEN

CHARLOTTE COUNTY SCHOOL BOARD

AND

CHARLOTTE COUNTY SUPPORT PERSONNEL ASSOCIATION

July 1, 2025 – June 30, 2028

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ARTICLE I. DEFINITIONS

1.1 General Definitions

Association – The Charlotte County Support Personnel Association, FEA

Board – The School Board of Charlotte County, Florida

CEU - One Charlotte Education Unit (CEU).

CASE - An entity created by the Charlotte County Public Schools (CCPS) and the Charlotte County Support Personnel Association (CCPS) and is designed to enhance support personnel leadership and effectiveness in the workplace and provide appropriate compensation though a system of professional development and practical workplace application.

Contract – The entire document herein

Day – A workday of the employee unless otherwise stated

Discipline – Shall include, but not be limited to, conferences, verbal reprimand, written reprimand, suspension, or dismissal

Duty Leave- Leave that may be granted to an employee by the Board for the purpose of short-term, temporary absence from the regular duty and place of employment of the employee.

Emergency/Emergencies – An unforeseen circumstance or combination of circumstances which calls for immediate action.

Employee – Any member of the recognized non-instructional bargaining unit

Grievance – An allegation by a grievant that there has been a misinterpretation or misapplication of a provision of this contract.

Grievant- In the event of an Association grievance, at least one (1) bargaining unit worker shall be listed that is impacted by the alleged misinterpretation or misapplication of a provision of this contract. A day on which an employee is or was working or scheduled to work. For a grievant who does not work during the summer break, any workday of the Superintendent shall be considered a workday of the grievant for determining time limits for grievances occurring but not resolved before the start of the summer break.

Immediate Supervisor – The administrator or department head or his/her designee directly responsible for the employee.

Probationary Employee - A new employee the employer has determined is qualified for hire, or an employee who changes job descriptions, but whose effective performance, under supervision and within the context of specific job description duties, is yet to be established.

Promotion - Moving from one pay grade to another pay grade with a higher first level.

Reduction-in force - An official announced by the Board, or when a total of one-half percent (.5%) or more employees is reduced from the work force in any fifteen (15) day period.

School Day – A day when students are scheduled to attend classes. The length of the school day is the period of time between when classes begin and end for students.

SEAP - A SEAP is a formal, documented plan for improvement in the identified areas of concern. The purpose of a SEAP plan is to improve job performance. The plan shall include a schedule of meetings and benchmarks to evaluate progress and/or effectiveness of the plan. SEAP is unavailable to first-year probationary support staff.

Senior and Seniority – Length of continuous employment by the Board in any bargaining unit position. Approved leaves in excess of one-half school year, except sick leave, do not count toward seniority. Seniority resumes accumulation on return from leave.

Superintendent – The Superintendent of the Charlotte County School System

Team Leader – A bargaining unit member who, without performing supervisory or managerial duties, assists in the operations and activities within a department by leading a group of people.

Term of Contract – The duration of this contract

Unpaid Day – An unpaid day is a day when an employee is not scheduled to work or be paid as determined by the employee's work calendar.

Vacancy - A position available as a result of any existing employee's resignation, retirement, promotion, surplus, personnel action, death, leave of absence. A vacancy also may arise due to the creation of a new job description, new staffing, new program needs, and/or related allocation for a position. All vacancies shall be filled through the following transparent processes: posting, gathering applications via software, screening, interviewing, and selecting a finalist and offering employment

Workday – A day when employees work or are scheduled to work. The length of the workday is the period of time between when employees report to work and leave work each day.

Year of Service – As defined in Florida Statute

1.2 Transportation Definitions

Bus Run/Routes – Runs are units of work bid by bus drivers and bus attendants. A series of runs make up bus routes. Runs/Routes are subject to change throughout the school year based upon student ridership needs.

Change – When a regular education run is altered by adding, deleting, or changing the elementary, middle, high school, centers and/or routes or shuttle(s) assigned to it; or there is a half hour or more difference in the daily route hours from the previous school year; when an ESE run is altered by a major regrouping of student exceptionalities transported together on a school bus, or a shuttle(s) is assigned, deleted or changed.

Extra Passenger Trips – Any trip (other than a bus run) that involves movement of passengers to or from one or more specific locations.

Layover –Layover is defined as that time between routes when a bus driver/bus attendant is required by the district to remain on duty and available for work. Drivers and attendants on layover are expected to remain with the bus at a school location or at their assigned Transportation Facility. Breaks between routes greater than forty-five (45) minutes are not considered layover and therefore not eligible for compensation unless required by the district. Layover will be included in published runs unless otherwise indicated. Drivers who volunteer to drive a route that cannot otherwise be covered will receive compensation for the actual layover of forty-five (45) minutes or less. Time between the end of a scheduled route and the beginning of an extra trip or mandatory training will not be considered layover and will not be paid.

Route – A school bus route is a Transportation Schedule that encompasses a series of bus runs for school bus pickup/drop-off of students in a given geographical area. A route has a series of pre-assigned stops where students enter and exit the bus, and the stop locations are determined by, a) safety issues, b) State and local Board policy, c) shifts of student population within the school

attendance area, and d) input from parents, administrators, and drivers. Routes are subject to change throughout the school year based upon student ridership needs.

Transportation Seniority – For purposes of bidding and job posting within the Transportation Department, seniority shall be considered as length of continuous employment accrued as a driver or attendant within the Transportation Department, however, in the event an employee identified as surplus is offered a position as a bus driver or bus attendant and meets the qualifications, he/she shall bring his/her district seniority into the bidding/job process.

Run Seniority – For purposes of bidding and job posting, seniority shall be considered as length of continuous employment accrued as a bus driver or bus attendant within the Transportation Department. However, in the event an employee identified as surplus is offered a position as a bus driver or bus attendant and meets the qualifications, he/she shall bring his/her district seniority into the bidding/job posting process. Note: No bus driver or bus attendant may bid on any combination of work that exceeds eight (8) hours per day.

Extra Passenger Trips – Any trip (other than a bus run) that involves movement of passengers to or from one or more specific locations.

ARTICLE II. RECOGNITION

2.1. Exclusive Representative

Board recognizes the Association as the exclusive collective bargaining representative for those employees included in the designated bargaining unit.

2.2 Description of the Bargaining Unit

The designated bargaining unit is described as all full-time and regular part-time non-instructional employees of the School Board of Charlotte County, Florida, listed in paragraph 1 below. Specifically excluded positions include all certified instructional personnel, managerial employees, confidential employees. All positions listed in subsection 2.2.1, filled or unfilled shall remain bargaining unit positions for the term of this contract unless otherwise determined by the Public Employees relations Commission.

2.2.1 Included

Accounting Assistant; Administrative Assistant; Audio Visual Technician; Baker; Bindery Technician; Bookkeeper; Bus Attendant; Bus Driver; Bus Driver (Operations); Carpenter; Computer Operator; Cook; Custodian; Data Management Technician; Early Childhood Assistant; Early Childhood Caregiver; Early Childhood Nutrition Assistant; Early Childhood Teacher; Electrician; Employee Benefits Assistant; Family Advocate; Food Service Assistant; Food Service Assistant Manager; Groundskeeper; Human Resources Assistant; HVAC Mechanic; Job Coach (ESE); Locksmith; Mechanic; Mechanic Helper; Offset Press Worker; Paraprofessional; Paraprofessional (ln School Suspension); Payroll Clerk; Plumber; Property Control Assistant; Procurement Agent, Buyer (Certified); Procurement Agent, Buyer (General); Records Retention Assistant; Routing Technician; School Nurse; Technology Support Technician; Title I Achievement and Family Associate; Title Ill ELL, lmmigrant Achievement and Parent Liaison; Warehouse Assistant Foreman; and Warehouse Worker.

2.2.2 Excluded

All certified instructional personnel, administrative, managerial employees, confidential employees, supervisory employees, professional employees, temporary, casual and seasonal employees, as listed in the Charlotte County Public Schools Salary Schedule.

2.2.3 Changes

Bargaining unit inclusions and exclusions are subject to ultimate determination as provided by law.

ARTICLE III. BOARD RIGHTS

3.1 Board Rights

The Board retains the right to organize, control, and administer its operation in keeping with its policies and directives so as to efficiently and economically operate the Charlotte County Schools as deemed necessary by the Board. These rights shall also include the right to manage, direct the operations, assign, reassign, transfer, demote, promote, hire and terminate, as it deems necessary, as long as there is no conflict with this contract.

ARTICLE IV. ASSOCIATION RIGHTS

4.1 Rights

4.1.1 Reports to Employees

An Association representative shall, upon request, be given an opportunity at the conclusion of a general meeting of employees within a classification to present brief reports and announcements to those employees who wish to stay for such reports and announcements.

4.1.2 Communications

The Association shall have exclusive right to post notices of activities and matters of Association concern on designated bulletin boards. The Association shall have the exclusive right to use employee's mailboxes, including email, for communications to employees.

The District recognizes that the Association's right to communicate with its members is not to be abridged and/or interfered with in any way except as outlined above.

4.2 Public Records

The Board shall make available for review all public documents which are not of a privileged or confidential nature.

4.3 Association Business

The President or a duly authorized designee of the Association shall be permitted to transact routine official Association business on school property before the start of the workday, during the lunch break, or after the close of the workday. Such routine business shall not include business related to job actions of any type.

4.4 Elected Officers and Representatives

Elected officers and lead representatives (Executive Board and one Lead Representative per school site/work site) of the Association are exempt from involuntary transfer with the following exceptions:

- if an entire program is eliminated, then the unit loss language would apply; or,
- if circumstances would cause the Board to consider an involuntary transfer, a written identification of the reasons with the means stated to correct the concerns shall be provided.

    1. A conference shall be granted.
    2. Once concerns are identified, a period of ninety (90) days will be specified to correct them. It is the responsibility of administration to give notice in writing during the year if further concerns arise.
    3. An involuntary transfer will be made only after these procedures have been unsuccessful in correcting the identified concerns.

Any new elected officers or lead representatives after October 31st each year will not be considered eligible for involuntary protection.

4.4.1 The Association shall notify the Superintendent or designee by October 31st of each school year of the names of officers and all representatives, including the lead representatives.

4.5 Right of Enforcement

The Association shall have the right to enforce this agreement, hold Association meetings, distribute Association literature, and have access to school grounds and buildings for Association purposes.

4.6 Association Leave

Association Business (Non-direct Representational Activity)

Leaves of absence with pay, not to exceed a cumulative total thirty-five (35) days per school year, shall be given the Association on application for Association purposes. Written application shall be made, when possible, at least five (5) workdays in advance of the anticipated absence to the Superintendent or designee. Such leave shall be used only on advanced authorization and notice by the Association president or his/her designee. Such leave may not create major disruption of ongoing district operations. The cost of the employee including salary, benefits, and applicable substitutes to replace employees on Association leave shall be paid entirely by the Association via invoicing by Finance to the Association. The time limit may be waived with the consent of the Superintendent or designee. No one Association member will exceed ten (10) association leave days during the school year with the exception of the Association President who may use up to twenty-five (25) association leave days/equivalent per school year.

District Business (Direct Representational Activity)

District business consists of members of the Association serving in direct representational activities (collective bargaining, grievance meetings, discipline meetings) must be objectively corroborated by the Superintendent or designee will be considered on duty leave. Members of the Association serving on district committees and/or task forces, attending district meetings, bargaining or insurance meetings, school board meetings or workshops, or when active as a representative of the Association invited by the Superintendent or designee shall be considered on duty leave. Written notification shall be made at least five (5) workdays in advance of the anticipated absence to the Superintendent or designee, when needed. The time limit may be waived with the consent of the Superintendent or designee.

4.7 The Association President/Superintendent Meeting

The Association President and District Superintendent may meet at a mutually agreeable time to discuss items of mutual interest.

ARTICLE V. EMPLOYEE RIGHTS AND OBLIGATIONS

5.1 Membership

Membership of any employee in any employee organization shall be entirely voluntary, and there shall be no discrimination by either the Board or the Association against any employee because of membership or non-membership.

5.2 Privacy

The private and personal life of any employee is not the appropriate concern of the Board except to the extent it may interfere with the job performance of the employee or occur dung the employee's working hours.

5.3 Uniforms and Insignia

Uniformed employees shall not bring discredit to the Charlotte County Schools by wearing the insignia or other markings that would identify the wearer as a Charlotte County Schools employee in off-duty times. Employees shall continue to receive uniforms(s) at no cost to the employee unless otherwise negotiated by the parties.

Employees who transfer prior to April 15th will get new uniforms for the position. Employees who transfer on April 15th or after, will wear current uniforms until new uniforms are ordered for the position. Upon separation for any reason from the Charlotte County Public Schools, the employee shall turn in all uniforms in his or her possession (including ID badge). Uniforms are provided for the exclusive use of the employee to whom the uniform is issued. An employee may only order uniform items in his or her size. District provided uniforms will be worn at all times while receiving compensation.

The uniform allowance shall be as follows:

Item	Transportation	Maintenance, Grounds, & Warehouse; Print Shop & Special Projects; Custodial; Security
Polo Shirt/ Work Shirt	Mix & Match (5)	Mix & Match (5)
Sweatshirt/ Windbreaker/ Zippered Jacket	Choice (1)	Choice (1)
Pants/ Shorts	Mix & Match (5)	Mix & Match (5)
Hat	1 if desired	1 if desired
Shoe Value	$90 voucher	Up to $150

5.3.1 Uniform Committee

A committee comprised of two (2) members of each Department identified above shall meet under the direction of the Association. The Association President or designee will meet with Human Resources and Purchasing to identify a final recommendation from the Committee for each Department's uniform selection. The District will attempt to meet the recommendation as closely as possible. The District will notify the Association President of any deviations from Committee recommendations.

5.3.2 Employee Attire

The parties agree that support staff set an example in dress and grooming for students to follow. Support staff who understand this precept and adheres to it enlarges the importance of tasks, presents an image of professionalism, and encourages respect for authority. These factors act in a positive manner toward the maintenance of discipline.

5.4 Restrooms and Lunchrooms

Employees shall use faculty restrooms and district lunchrooms. Operators of district vehicles may use public facilities when District facilities are not readily available. When using public facilities, the employee should notify a supervisor of unscheduled stops.

5.5 Right of Representation

Association members shall have the right to Association representation in any meeting that involves issues that could lead to disciplinary action and/or to provide notice of discipline. However, if the Superintendent determines that the reason for the discipline/dismissal is a serious infraction, then the Superintendent may suspend with pay such employee until the representative can be present. However, such suspension shall not be more than five (5) days unless mutually agreed upon, at the conclusion of which disciplinary action and/or dismissal shall take place with or without said representative who shall have been considered to have had ample opportunity to be present.

5.6 Physical Examination

The Board may for cause require employees to submit to a: physical, psychological, and/or psychiatric examination by a physician licensed to practice medicine in Florida. The Board will schedule the examination, select the physician, and pay the cost of the examination. Employees shall be compensated at their regular rate of pay for one- and one-half (1.5) hours for random drug testing and two (2) hours for all other exams required by the district and paid mileage at the Board approved rate when mobile testing is not an option during work hours. The district shall maintain one (1) common pool of employees for the purpose of random drug testing per the Omnibus Transportation Employee Test Act (OTETA) of 1991, and 49 C.F.R. Part 391.

5.7 Bus Rules

The responsibility of the district is to compose and provide bus rules for students annually in a reasonably consistent manner.

5.8 Board Reimbursement

The Board agrees to spend up to $300 per occurrence to reimburse any employee whose personal property is destroyed or damaged during the performance of his/her duties. Medically necessary

equipment (e.g. eyeglasses) will be reimbursed at replacement costs. All claims must be accompanied with verification of replacement costs. The total annual limit shall not exceed $5,000.

5.9 Fingerprinting

Florida Statutes require that all employees shall be subject to a Level 2 criminal background check every five (5) years. The School District shall pay the costs of re-fingerprinting employees, storing employees' fingerprints in the FDLA database, and for conducting a Level 2 background check every five (5) years for each person who is required to meet Level 2 requirements to be certified.

5.10 Electronic Systems

Employees have an obligation to utilize the provided electronic systems for communicating and conducting business with the District (i.e. email, benefit enrollment, paystubs, absences).

ARTICLE VI. SITE-BASED PARTNERSHIP AND PERFORMANCE COUNCIL/COMMITTEES

6.1 Site Support Personnel Partnership and Performance Committees (PPCs)

A School-Based or Worksite Partnership and Performance Committee shall be created in each location. The Site-Based SPPC shall be a forum for communication and cooperation in support of our mission to deliver high-quality education; to maintain a high-quality work environment for employees of CCPS; and to generate gains in efficiency, effectiveness, and accountability, through policies, programs, and services that are economically feasible and justifiable.

The PPC will develop an approved Partnership Agreement, and shall define goals, set priorities, and designate appropriate timelines, responsibilities and resources to achieve a prompt response. The PPC will also develop a more long-term agenda and workplan, while continuing to be responsive to emerging issues. Copies of the Agreement shall be submitted to the President of the Association and the Director of HR. Guidelines for developing an Agreement can be found in the Manual.

School-Based or Worksite PPCs will use the Interest-Based process outlined in the training modules as the method by which decisions are made. The Charlotte County Schools IBPS Procedure and Guidelines Manual is part and parcel of the Contract. The parties agree to meet to revised the PPC Procedure and Guidelines Manual no later than ninety (90) days after the ratification of this contract.

6.1.1 Membership on the School-Based or Worksite Partnership Committees (PPCs)

Support members of the PC shall be appointed by the Association President. The Support Co-chair shall be selected by the Association President after consultation with building or work site administration. The Administrative co-chair shall be selected by the principal/site administrator, after consultation with the Association President.

The make-up of school-based PPC's will include: administrative co-chair Support co-chair, and six (6) to eight (8) members of the bargaining unit representing the worksite disciplines, if possible, as selected by the Association President. Each committee shall have at least one (1) administrative member. Vacancies shall be filled consistent with the original selection process.

6.1.2 Meetings of the School-Based and Worksite Partnership Committee

The Committee shall establish an agreed upon calendar of meetings for each school year. Special meetings may be scheduled as needed. All meeting participants will have received IBPS training as a condition of participation. Costs associated with meetings will be borne by the District. Meetings shall take place during the regular workday. SPPC meetings shall be considered duty leave. Joint meetings of the teacher and support staff Partnership committees may be scheduled to work on topics that impact the entire school/worksite staff. Joint meetings may be requested by either PPC or the principal. A member of CCSPA, CFEA, and the District will collaborate on the training.

6.1.3 Transportation PPC (TPPC)

The Transportation PPC shall be a singular committee, being represented by, and covering all transportation locations. Members on the TPPC from each location shall take suggestions from their peers, and present them to the TPPC at their meetings. The TPPC shall study issues specific to the Transportation Department. This committee shall consist of the following support employees: a mechanic, one (1) Bus Driver and one (1) Bus Attendant from each transportation location, appointed by the Association president. The committee shall meet on a monthly basis, as needed, and will make non-binding recommendations and reports to the Superintendent or his designee when appropriate. The TPPC will annually review the Safe Driver Plan, in accordance with Florida State Statute, and make recommendations to the Transportation Operations Director. During this annual review, a member from Maintenance and Operations (white fleet) will be included. Minutes of all meetings should be accessible to all.

ARTICLE VII. DISCIPLINE

7.1 Employee

Should it become necessary to discipline an employee, it is the District's intent to do so consistent with the concept of progressive discipline and just cause. This process includes as many as six (6) steps. Employees covered by this agreement may be disciplined in the following ways:

Steps:

1. Informal contact *
2. Verbal warning *
3. Letter of instruction
4. Letter of Written reprimand
5. Suspension- with or without pay
6. Demotion, Involuntary transfer, or termination

*Shall be issued face-to-face. Administration may keep documentation of interactions in a school-based file.

Omission of Steps

The concept of progressive discipline does not prevent the omission of one (1) or more of the steps if immediate and/or stronger action is necessary.

7.2 Privacy

All disciplinary actions shall be done in private.

7.3 Complaint against Employee

When an allegation of wrongdoing or a complaint against an employee is investigated, the employee shall be notified of the nature of the complaint, the name of the person making the allegation, and shall have the opportunity to seek representation prior to any investigatory meeting. The employee shall have an opportunity to respond to the allegations or complaint during the investigation.

7.4 Representation

In a meeting for the record from which the employee believes that discipline may follow, the employee may request representation. When a request for representation has been made, no such meeting shall take place until a representative shall have the opportunity to provide rebuttal testimony, documentation, and witnesses prior to completion of the investigation unless the employee is unable to produce such representation within five (5) school calendar days after notice of the meeting, after which time the meeting can proceed without representation.

Upon conclusion of the investigation, the employee and his/her representative shall be given a copy of the written investigatory report.

7.5 Pre-Disciplinary Hearing

The employee shall be entitled to a pre-disciplinary hearing with the Assistant Superintendent for Human Resources and Labor Relations or designee to offer rebuttal testimony and documentation.

Following the pre-disciplinary hearing, the Assistant Superintendent or designee may require further investigation, evidence or any material he/she deems necessary to conclude the investigation. The employee shall have the right to submit any additional information or statements following the pre-disciplinary hearing.

At the close of the investigation, the Assistant Superintendent or designee shall make a recommendation to the Superintendent for cause or no cause. No disciplinary action requiring Board Action, including loss of pay or benefits shall be levied against an employee until such time the Superintendent renders his/her decision.

7.6 Investigations

Investigations conducted by the district shall normally be concluded within forty (40) workdays. The District shall notify Association of any investigation extended beyond the forty (40) days. The reasons for the extension will be stated in writing.

7.7 Letter of Instruction/Reprimand – Hand Deliver

Copy of a letter of instruction or written reprimand will be hand delivered to the employee by the management representative responsible for the letter of instruction or reprimand. The employee's signature indicates receipt only, not agreement.

7.8 Letter of Instruction/Reprimand – Absent – Mail

If any employee who is to receive a letter of instruction or written reprimand is absent from work or cannot be located, a copy will be mailed to his/her last known address by certified mail, return receipt requested.

7.9 Unverifiable/Anonymous Information

No verbal warning, letter of instruction, reprimand, suspension (with or without pay), demotion, involuntary transfer, or termination shall be issued based on unverifiable and/or anonymous information or complaints unless in accordance with Board policies, including 5517.01, 2266, and 3362.

7.10 Administrative Leave with Pay

Administrative Leave with Pay is not considered disciplinary action.

7.11 Probationary Period/Continued Employment Status

Employees shall serve a probationary period of one (1) year from their date of hire. The employee's continued employment status shall begin on the first working day following the successful completion of the probationary period, unless the Superintendent terminates the employee for reasons stated in this agreement. See Probationary Evaluation.

Benefits as provided in the collective bargaining agreement for newly hired employees will apply. Retirees shall accrue sick leave, personal leave, and vacation leave in the same manner as other comparable employees.

CCPS is not responsible for any penalties incurred by rehired retirees for exceeding retirement earnings limitations (FRS and Social Security).

ARTICLE VIII. EVALUATION

8.1 Purpose

The primary purpose of evaluation of employees is job retention, feedback, and improvement in the performance of duties. It is the right and responsibility of the Board to establish the criteria and method of evaluation to be used in evaluating employees. It shall be the responsibility of administration to do all written evaluations of employees and make recommendations for the future employment of all bargaining unit members. Actual evaluation documents shall be completed by the appropriate administrators, and the subsequent results shall be handled in a confidential and professional manner. Nothing in this section shall prevent supervisors from addressing performance issues as they arise. Employees shall be informed of their evaluation status in a timely manner.

8.2 Probationary Employee Process

Newly hired probationary employees shall receive information that pertains to compliance, evaluation, work day calendars, probationary period, job description.

The new prospective employee will confirm his/her familiarity with its content by signing, electronically, an acknowledgement of the location and content of the documents prior to hire.

8.2.1 Probationary Evaluation

Probationary evaluations must follow the below timeline:

Probationary Employees	Number of evaluations	When Evaluations Occur
Hired between July - November	2	Before December 31st; Between January - June (or before the end of the employee's calendar)
Hired during/after the December of the school year	2	Between January - June, Before April 30th of the following year

8.2.2 Probationary to Permanent Status

After the satisfactory completion of the one (1) year probationary period, the employee shall be considered a permanent employee in accordance with provisions of this contract. A developing employee who does not receive a provisional evaluation shall be considered a permanent employee at the conclusion of the one (1) year probationary period.

8.2.3 Second Year Probationary Period

The Association and the District agree that employees, who have areas for improvement but do not show improvement, may be recommended for a second (and final) year of probation, be terminated, or resign. If the employee leaves provisional employee status and returns to probationary status, the

employee shall migrate through probationary, developing, and or provisional categories again. There shall be no third year probationary period.

8.2.4 Transfer Evaluation

If during the first sixty (60) days of the transfer, the employee does not perform satisfactorily the employee will return to the previous position and the parties agree to meet and discuss implications of the move.

8.3 Permanent Employees Evaluation

All permanent employees shall receive at least one (1) formal, written evaluation prior to April 30th.

Additional formal and informal evaluations shall be made when there are concerns regarding job performance. The evaluation documents as agreed to between the district and the union are contained on the district website.

8.3.1 Unsatisfactory Evaluations

An overall unsatisfactory evaluation shall be defined as an evaluation having five (5) or more items marked as "ineffective." Prior to giving an overall unsatisfactory evaluation, the supervisor shall notify the employee of the areas of ineffective performance, explain the performance deficiencies, and develop a plan to provide assistance to improve, and give a time certain for the employee to correct the deficiencies.

8.3.2 Evaluation Forms

Any finding of "A" (area for development) or "I" (ineffective performance) shall be referenced to a written reason, to be entered on the evaluation form.

8.3.3 Unsatisfactory Evaluation

Unsatisfactory evaluations may be used as evidence to support termination or other action adverse to the employee.

8.3.4 Employee Meeting, Copies and Signing

Within ten (10) working days after the employee receives the evaluation, the supervisor shall meet with the employee if the employee agrees to meet, and they will discuss the reasons for the content of the evaluation. The supervisor will give a written explanation if the employee has five (5) or more ineffective items.

The employee shall have access to the evaluation. The signature of the employee shall not be construed to mean that he/she agrees with the content of the evaluation, but is only to verify that the employee received a copy. The employee may submit a written rebuttal to any written evaluation. The rebuttal will be attached to the evaluation and will become a permanent part of the employee's personnel file.

8.3.5 Audio or Visual Devices

Audio or visual devices may be used as part of any evaluation only if the supervisor and employee agree.

8.4 Support Employee Assistance Plan (SEAP)

A Support Employee Assistance Plan (SEAP) may be requested by the employee or implemented by the administrator/supervisor when there are concerns with job performance.

8.4.1 SEAP Process

Charlotte County Public Schools and the Charlotte County Support Personnel Association (CCSPA) initiated the Support Employee Assistance Plan (SEAP) program to provide coaching and retention of support employee who are experiencing difficulties in their work. The SEAP plan is designated for individuals struggling with competency, not behaviors.

The program is coordinated through the District Human Resources Department along with the Association to provide specialists and other counterparts to help the employee achieve success and independence in the performance of job requirements. Primary responsibilities of these "Contacts and Advisory Personnel" could include modeling, coaching, professional development and any other targeted assistance determined necessary by the employee, the supervisor, the Association, and the Contact/Advisory Personnel. The representatives for SEAP Plan authorship and monitoring meetings will be the Director of Human Resources and the President of Association, or designee.

The ultimate purpose of the SEAP program is to provide the assistance and support needed to help employees improve the identified areas of concern within thirty (30) work days and to retain the employee in the school district.

LEVEL 1: Awareness / Issue Identification / Data Gathering

- Supervisor/Evaluator, or the employee, identifies area(s) of concern based on evaluation(s) and/or personal observations and provides documentation to the employee and schedules a meeting to discuss these concerns and the opportunity for participation in SEAP. This first meeting shall also include the supervisor and the employee. The employee has the opportunity to respond/provide documentation regarding the concerns for the SEAP. A collective decision is made whether or not additional assistance is needed. If need is not identified by the information/documentation review, the employee returns to regular status. Based on the information/documentation, the SEAP is developed and implemented for thirty (30) work days to include a schedule of meetings and benchmarks.
- If the decision is made to continue with the SEAP process after thirty (30) work days, move to Level 2.

Level 2: Active Support, Coaching and Assistance

- The SEAP progress is reviewed, and applicable changes to the plan are developed and implemented for an additional thirty (30) work days, to include a schedule of meetings and benchmarks. If a Level 2 SEAP is needed based on a lack of improvement during the Level 1 SEAP, a meeting will occur involving the employee, supervisor, HR Director, and The Association representative to discuss changes to the SEAP. While the SEAP should be developed primarily by the Supervisor/Evaluator and the employee, the Association and HR may suggest other resources, training or coaching.
- Employee participation with Supervisor/Evaluator support is critical to the success of the SEAP program. In addition to the employee and Supervisor/Evaluator, other personnel who are

providing assistance and monitoring may request additional meetings to discuss needed modifications or additional assistance.

- The timeline and benchmarks can be adjusted as needed based on the scope of the plan by collective agreement. If the decision is to continue with the SEAP process after an additional thirty (30) days, move to Level 3.

Level 3: Evaluation of SEAP Progress/Completion

- If effective improvement is not achieved at Level 2 for each of the identified concerns, the initial SEAP participants (employee, evaluator, HR, and the Association representatives) shall meet to determine if a more rigorous plan with continued monitoring or consequences is warranted . Level 3 of the SEAP shall continue for thirty (30) work days maximum. The consequences of failing to improve performance under the SEAP may ultimately include: resignation, retirement, transfer application to another CCPS position for which the employee is qualified, or termination.
- If effective improvement is achieved, the employee returns to regular status. Should the SEAP connected employee undergo an evaluation during any SEAP window, the SEAP shall be referenced in the evaluation.

8.5 Board Rights

The Board will determine evaluation criteria and methods. Such criteria and methods, and the content of any evaluation remain the prerogative of the Board, and shall not be subject to arbitration.

ARTICLE IX: VACANCIES

9.1 Vacancy

All vacancies shall be filled through the following transparent processes: posting, gathering applications via software, screening, interviewing, and selecting a finalist and offering employment.

9.2 Voluntary Transfers

Employees wishing to affect a voluntary transfer must do so by applying for a posted vacancy.

9.3 Posting

Electronic posting (on the district's webpage under "Career Opportunities") shall include the position title, the location, the salary, special qualification if necessary, in the opinion of management, and the date the position is available. The vacancy shall be posted for a minimum of five (5) school days.

All vacancies will be posted to the CCPS website for consideration for no fewer than five (5) school days. If, after five (5) school days, fewer than five (5) internal qualified candidates have applied non-CCPS applicants may be considered to fill the vacancy. Posting positions during reductions in force shall be governed by Article XIII.

9.3.1 Urgency to Fill Positions without Posting

In urgent circumstances, the Superintendent may fill a position without observing these posting requirements if he or she first notifies the Association and explains the urgency.

9.3.2 Gathering Applications

The supervisor who posted the position shall review all applicant materials. The supervisor will check the application for timeliness and completeness. Required application materials may include but are not limited to: letters of reference, credentials, transcripts, experience, and license(s). An applicant who meets the deadline and who submits all required materials shall be eligible for screening.

9.3.3 Screening

The Classified Screening Tool (see Appendix) shall be the document used to determine screening for the interview pool. When considering the pool of eligible applicants to be interviewed for the position, a supervisor will use the following screening criteria for establishing the final pool of candidates for interview:

- Work record
    - Personnel file
    - Internal applicant
    - Minimum requirements met
    - Employment history
    - Recommendation/evaluation
    - Recommendation from current supervisor
    - Other information in personnel file applicable to the position

Completion of application for a position is solely the responsibility of the applicant. Applicants should be careful to include, in their application documentation, all relevant skills, coursework, qualifications, and other relevant personal factors. For screening purposes, the District will examine only the information in the submitted application to determine if a candidate may be granted an interview. If an applicant should fail to fill out the entire application, including a relevant omission, it may preclude his or her consideration for hire.

9.3.4 Notification of Candidates

All candidates selected or not selected for interview shall be notified within five (5) days of the awarding of the position to candidate.

9.3.5 Interviewing

The supervisor accepting applications shall be required to interview no fewer than five (5) qualified candidates should at least five (5) apply and the five (5) selected are the top five (5) scorers on the Classified Screening Tool. Interviewers will use the Classified Rating Sheet (see Appendix) during and after the interview to score the candidates. Candidates should understand that, prior to an offer of employment, supervisors will verify at least one recommendation from a previous supervisor.

CCPS follows Florida State Statute 295.07 regarding Veterans' Preference for all positions. The Classified Rating Sheet reflects the point requirements per State Statute (see appendix).

9.3.6 Surplus Candidate

A candidate who has not yet earned another position from the Surplus List will be awarded ten (10) points on the Classified Rating Sheet when interviewing for a position for which they are qualified.

9.3.7 Selecting a Finalist and Offering the Position

Once the supervisor has verified the candidate's work history, he or she may make an offer of employment to the highest point-getter according to the Classified Screening Tool. Once the supervisor selects, and the respective candidate accepts, all candidates who interviewed for the position and were not selected, shall be notified within five (5) workdays.

In the event that the highest point-getter is offered the job, but declines to accept the position, the job may be offered to a qualified second- or third-ranked candidate from that interview cycle. If after the highest point-getter declines the position, the District determines that a greater number of candidates should be considered than the remaining candidates, the District may repost the position after providing rationale to the Association.

9.3.8 Veterans' Preference

Due to changes in State Statute 295.07, F.S, regarding Veterans' Preference points, the District and the Association recognized the need to update the Classified Rating Sheet to reflect the changes in State Statute.

9.4 Summer Vacancies

9.4.1 Summer School Clerical Vacancies

Clerical vacancies in Summer Program vacancies for secretaries shall be filled by seniority.

9.4.2 Summer School Paraprofessionals

Vacancies shall be properly posted and such posting must include the specific qualifications required for the position. Hiring shall be in the order of seniority of those applicants meeting the specified qualifications.

9.5 Bus Transportation

9.5.1 Posting of Transportation Vacancies

Vacancies will be posted in each Transportation location, along with current seniority lists. After the initial run/route bidding process at the beginning of the regular school year, vacancies for bus drivers/attendants will be posted again three (3) more times during the regular school year. Bidding will take place after the required five (5) day posting period. The postings will include the school and bus stop location, pick-up and drop-off times, shuttles and the number of hours per day.

9.5.2 Run/Route Selection Process

Run/route vacancy bidding will take place quarterly throughout the regular school year. Additionally, there will be another bidding for summer run/routes no later than the last week of the regular school year. All posted vacancies will be bid before any subsequent vacancies. Subsequent vacancies will be bid in the same order as the posted vacancies. All bus drivers/attendants will be notified via US mail, email or phone call (robo call) of the dates, times and location of postings and bidding. Any run/route vacated by a bus driver/attendant on a long-term leave will be included in the bidding selection process. The time and place of bidding will be posted five (5) working days in advance.

The order of bidding shall be as follows:

Bus Driver Positions-

- Bus Drivers by Seniority
- Bus Attendants by Seniority

Bus Attendant Positions-

- Bus Attendants by Seniority

All current bus drivers/attendants, prior to bidding, must meet all of the necessary qualifications for the position on which they are bidding.

All employees must be present or have a designated proxy who must be a member of the bargaining unit as Identified in Article II of this contract. They must complete and sign the proxy bidding form. The proxy must be present at the date and time specified for bidding. The absent employee's selection shall be made in seniority order.

Once the bidding process is completed a bus driver/attendant will remain in their run/route until the next contractual bid.

Any qualified bus driver/attendant will be eligible to bid. Any bus driver/attendant on a long-term leave will not be eligible to bid. Any ineligible bus driver/attendant who has completed all of the necessary qualifications, including but not limited to, passing the school bus driver physical, completing any

required in-service training, passing a dexterity test, and returning to duty from used as a substitute at their current rate of pay until a run/route becomes available through the regular bidding process.

Unfilled bus driver/attendant positions will be filled by a qualified substitute or unassigned employee through the district's regular bidding process.

As open bus driver/attendant positions become available, they will be filled as follows:

Open buses will be posted in accordance with contract language and all eligible team members will have the opportunity to bid remaining run/routes. After bidding and trickle down has been completed, positions will be offered to the most senior unassigned bus driver/attendant and, if rejected, further offers will move down the seniority list. If the run/route is not taken, the least senior unassigned bus driver/attendant must, after an opportunity to 'pass' either take the run/route or lose their unassigned status and be placed on the regular list of substitute bus driver/attendants.

9.5.3 District Operational Change

Bus drivers and bus attendants who, as a direct result of operational changes instituted by the District, have no bus assignment at the conclusion of the annual bidding process shall be considered " unassigned bus drivers/attendants" and shall:

- Work as an unassigned bus driver or bus attendant and perform other transportation-related activity until a permanent bus becomes available.
- Will be expected to pursue all district-wide positions/postings for which they qualify in or adjacent to geographic areas where they reside.

During the school year, based on ongoing student population needs, it may become necessary to add or delete stops to a run/route.

9.5.4 Bus Run/Routes During Summer

For summer bus driver/attendant run/routes, the selection process will follow 9.5.2 as outlined above. These run/routes may include, but are not limited to, Extended School Year (ESY), Reading Camps, ESE and Year-Round School.

Summer school/program run/routes shall be bid no later than the last week of the regular school year. Any bus driver/attendant bidding a summer school run/route shall complete the entire summer school schedule.

9.5.5 Other Transportation Assignments

Bus drivers/attendants who work on routine maintenance of buses, other than during regular duties, shall be selected using a sign-up list placed at each work site, and shall be selected by seniority as vacancies occur.

Summer assignments (other than bus driver/attendant positions) will be posted no later than fifteen (15) days prior to the last day of the regular school year. The assignment, work location, pay and sign-up sheets will be included with the posting.

9.5.6 Additional Trip Procedures

All trips shall be assigned by the appropriate supervisor at the designated transportation site from a list of bus drivers (most senior to least) who have signed up to do additional trip work. Sign-up sheets for trips will be posted at the annual in-service training at the beginning of the school year and prior to the end of the regular school year.

If a driver wishes to be removed from the list of trip services, they must do so in writing.

Only new full-time employees can be added to the additional trips list as they may not have been eligible at the time of signing up. Unless there are extenuating circumstances, no unassigned bus driver will be assigned trips which a current driver can fulfill without interfering with his/her route. Eligible employees from other transportation sites will be afforded the opportunity to be assigned.

Supervisors cannot be responsible for trips that exceed planned times, cancellations, rescheduling, and last-minute occurrences in accordance to trip accumulated hours.

Any bus driver who refuses or turns down trips three (3) times in one school year could be removed from the list for the remainder of the school year. Refusals due to illness or emergencies are exceptions.

All trips will be assigned at least three (3) days prior to the trip. Exceptions would be due to cancellation, rescheduling, sickness, or emergency.

If a trip is assigned and then canceled on the same day when the bus driver is enroute to bus parking, or to where the trip originates, the driver will receive two (2) hours pay. If a trip is canceled far enough ahead of time that the driver is not enroute to bus parking or to where the school trip originates, no pay will be received. A bus driver whose trip is canceled will be offered and assigned to the next available trip.

Adequate time will be scheduled in advance of the departure time at the pick-up location to allow the bus driver to: (a) perform a complete pre-trip inspection; (b) ensure the vehicle has adequate fuel onboard; (c) swap out equipment, if required; (d) safely travel to and from the pick-up/drop-off location; and, (e) arrive at the pick-up location at the scheduled time. If the departure time is directly after a normal route, the above does not apply.

The departure time listed on the trip sheet is when the bus must be at the school or place where the trip originates. If a bus driver knowingly cannot make the trip time obligations, the driver should not sign up for, nor accept, the trip.

Trips that total two (2) hours or less will be paid two (2) hours. All times must be designated on the appropriate lines of the trip sheet regardless of the length of the trip.

The assigned driver is responsible for inspecting the bus prior to returning it to the assigned Transportation facility. Final arrival time will be at the bus parking area after all cleanup is complete.

All eight (8) hour Drivers by virtue of their guaranteed forty (40) hour work week, should not be eligible for an extra trip unless no other permanent driver is available.

9.5.7 Adjustments in Route Sequence

Adjustments in route sequence start times and/or ending times of run resulting from planned modifications in school schedules, such as modified exam days, are not changes. Bus drivers/ attendants will be paid for actual time worked and any associated time defined as layover by the contract. Adjustments will be announced thirty (30) calendar days in advance and will, when possible, be included on the calendar.

9.6 Application of Layover to Professional Development Training

On days during which mandatory training is scheduled, the employee will remain clocked in until the training concludes.

9.7 Non-Bargaining Unit Employee Return to Bargaining Unit

A District employee who returns to the bargaining unit after service outside the bargaining unit (without a break in District service) shall:

- Serve in a non-bargaining unit position (e.g., as a substitute or a temporary employee) until his or her contract concludes;
- Apply for a vacant position and be subject to the hiring and selection criteria in accordance with provisions of this Contract;
- Receive full credit for all District years of experience in CCPS for longevity;
- Upon return to the Association-represented position, receive the same number of years credited for bargaining unit service for purposes of salary placement as the employee was granted when he/she exited the bargaining unit plus any additional qualifying experience;

9.7.1 Restoration of Transportation Seniority

A District employee who returns to the bargaining unit and returns to the Transportation Department as a bus driver or bus attendant shall be restored Transportation seniority previously earned only as a bus driver or bus attendant and only for those years of continuous service (without a break in District service) only for purposes of bidding but not for salary placement.

ARTICLE X: PROMOTIONS

10.1 Promotions and Demotions

Employees who are promoted shall be placed on the starting pay rate grade or at the level that is no less than 5% higher than their current hourly rate, whichever is greater. If an employee receives a promotion that increases his/her paygrade by more than one (1) paygrade, a 5% increase shall be considered for each paygrade of difference between the new job and the previous position. If an employee transfers to a job at a lower paygrade, that employee shall receive a reduction in pay of up to 5%. If an employee transfers to a position that reduces his/her paygrade by more than one paygrade, a 5% decrease shall be considered for each paygrade of difference between the new job and the previous position.

During the interviews, the supervisor shall inform the employee that he/she will be personally notified of their status prior to the closing date of the interviews.

ARTICLE XI: INVOLUNTARY TRANSFERS

Involuntary transfers shall not be made for arbitrary and capricious reasons. However, at times, involuntary transfers may be necessary. Such times could include unit loss or extenuating circumstances that could necessitate such action for cause. If an involuntary transfer (other than cause) is to be made, employee(s) will be selected according to:

- Job Classification
- Necessary skills, abilities, education and licensing as may apply
- Seniority

Involuntary transfers shall not be used as a means of demotion.

ARTICLE XII: UNIT LOSS

12.1 Determination of Timeline for Unit Loss

The district and union shall meet to establish a mutually-agreed upon timeline for the unit loss process as described below. The timeline shall include the following events: school sites identifying surplus employees and vacancies to Human Resources, HR & the Association representatives meeting with surplus employees, posting vacancies, application/interview/selection process, employees in the pool selecting positions, deadlines for selection and placement. Additionally, the district shall affect a hiring freeze for all vacancies.

The District will prepare and identify the Association allocations as soon as practical for the subsequent school year. The Human Resources Department will immediately meet with the Association to discuss identified surplus positions and locations in accordance with seniority/bumping rules. The Human Resources Department and the Association will meet with all identified as soon as practical to explain the surplus processes and rights to affected persons. The Human Resources Department will meet with the Association weekly, or as needed, on an agreed-upon day and time to discuss placement of all surplus personnel in available vacancies and in accordance with seniority/bumping rules, until all identified surplus personnel are placed in permanent positions. As situations arise during the school year that result in a surplus employee, the process will be maintained, but the timelines will be modified as the parties agree.

The Finance Department will prepare the school/department allocations and submit them to Human Resources. HR and the Association will review allocations prior to HR's sending them to schools/departments. Should a school lose positions from the current year's allocation, the following shall apply for involuntary transfers of support staff based on unit loss:

- Schools will identify their vacancies and send the information to Human Resources.
- Schools who are losing units will send the information to Human Resources.

The supervisor of the unit of employees identified for unit loss will ask for volunteers to transfer to vacant positions within their classification(s) in other units of the District. A volunteer creates a vacancy in his or her home unit to affect his or her own transfer or to take the place of another less senior bargaining unit member who may or may not be assigned to the surplus list.

12.2 Surplus List

The names of the individuals who volunteer and those who have been assigned to the surplus list shall be blended into a master seniority surplus list by Human Resources

12.3 Unit Loss One-Time Bumping Right

An employee who has been identified for the Unit Loss Surplus Pool shall have the one-time right to bump a less senior employee.

12.3.1 Seniority List

A seniority list of all employees who have been identified for Unit Loss shall be developed indicating District seniority, job classification, and unit. The number of employees in each job classification and

unit identified for Unit Loss shall likewise determine the number employees with the least District-wide seniority to be placed on the Unit Loss Bumping List for that job classification. Vacancies in that job classification shall also be noted on the Unit Loss Bumping List. The least senior employees in an affected job classification shall likewise be notified that they may be subject to bumping and advised of their rights herein.

12.3.2 Senior Employees

The most senior employee on the unit loss surplus pool list by job shall have the one-time right to bump any employee in that same job classification on the unit loss bumping list or choose a vacancy if available. The displaced/bumped employee shall now move to the unit loss surplus list.

12.3.3 Surplus List

An employee who has been placed in the Unit Loss Surplus LIST may forego the right to bump and be placed in a future vacant position when/if the vacancy occurs. There is no guarantee of geographic placement, however, the District shall acknowledge Hardship Considerations (see paragraph 12.4 below).

Once all employees on the Unit Loss Surplus list have exercised or declined their one-time right to bump, the Unit Loss Surplus list shall be final and subject to the Surplus Placing Procedures below.

These individuals will be contacted by HR and union representatives to confirm they are on the surplus list. These individuals are required to provide summer contact information to Human Resources and the Association.

12.3.4 Frozen Positions

Until surplus employees are placed, hiring and transferring in the surplus area(s) and/or positions of the surplus employees shall be frozen. As positions become available in a job classification, individuals in that job classification will be offered the positions based on seniority. Attempts will be made to keep individuals within a reasonable driving distance. Every effort will be made to place all individuals in positions prior to the beginning of the school year. There will be no break in service for these individuals.

12.3.5 No Position within Job Classification

If no position exists within the job classification, individuals will be offered other positions for which they are qualified. Individuals placed in a position outside their job classification will be placed on the level that is closest to their current hour rate and red-lined (frozen) at not less than the previous rate of pay. If the highest rate of pay on the schedule is less than the previous rate of pay for a given employee, the previous wage will be used for as long as the employee remains in the position, or until the pay rate for that job classification increases via bargaining to the equivalent of the employee's rate or higher.

12.3.6 Third Refusal

Upon a third refusal to accept a position for which the individual is qualified will constitute a resignation from employment with the district.

12.4 Hardship Consideration

An employee may request a Hardship Consideration regarding Unit Loss placement when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of the Assistant Superintendent for Human Resources and the Association. Travel time and/or distances alone may not be considered as a reason to seek or to grant a Hardship Consideration. If the employee's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator.

ARTICLE XIII: REDUCTION-IN-FORCE

13.1 Definition

A reduction-in force shall take place when officially announced by the Board, or when a total of one-half percent (.5%) or more employees is reduced from the work force in any fifteen (15) day period. The Superintendent shall meet with a representative of the Association prior to the Board taking any action at least five (5) workdays in advance of the Board meeting date.

13.2 Criteria

13.2.1 Non-Instructional Personnel

Employees who are non-instructional personnel pursuant to Florida Statute to be reduced in force shall be selected according to:

- Job Classification
- Necessary skills, abilities, and licensing as may apply
- Seniority

13.2.2 Instructional Personnel

Employees who are instructional personnel (e.g. paraprofessionals), pursuant to Florida Statute, to be reduced in force shall be selected according to:

- Job classification
- Necessary skills, abilities, and licensing as may apply
- Evaluation score from the previous year
- Seniority

13.3 Filling Remaining Positions through Bumping Rights

In the event a Reduction in Force is announced, the Parties will meet to determine the process to be used for bumping.

13.4 Recall List

Employees laid off pursuant to a reduction in force shall be maintained on a preferential hiring (recall) list for a period of twelve (12) calendar months from the date of lay off and shall be eligible for recall, subject to the above criteria.

13.5 Recall

Employees laid off pursuant to a reduction-in-force shall be recalled in inverse order when such positions are being reinstated, or becomes vacated. These positions will not be posted until they have been offered to the individuals on the recall list.

13.6 Notice of Recall

Notice of recall shall be by telephone and/or email by the district and union to the contact information on file in the personnel record of the employee. The employee shall be responsible to keep his/her current contact information on file. Any employee who fails to answer a notice of recall within five (5) days after initial contact shall forfeit all recall rights.

13.7 Employee Rights and Availability

The employee shall be expected to report to work within ten (10) days of the acceptance of the offer. The length of time may be extended based on illness, need to give notice to current employer, or does not accept the job on the terms offered, he/she shall be removed from the recall list, and the Board shall have no further obligation to that person.

ARTICLE XIV: PERSONNEL FILES

14.1 Personnel files

Personnel files shall be maintained according to the provisions of Florida Statutes.

ARTICLE XV: SAFETY

15.1 Safety

The Board shall provide safe working conditions by complying with all applicable federal and state laws and regulations and all Board policies pertaining to safety. Employees will comply with all applicable federal and state laws and regulations and all Board policies pertaining to safety. The District shall provide appropriate and required safety and security policy to comply with security policies and procedures resulting from the Marjorie Stoneman Douglas High School tragedy of 2018 (Florida Safe Schools Assessment Act Tool). The Association retains the right to bargain and/or impact bargain as provided by law.

15.1.1 Obligation to Report

If an employee observes a condition which he/she considers to be creating a health or safety hazard, he/she shall inform the administrator in charge of the facility where the condition is observed.

15.1.2 Safety Training

The Board shall provide employees with appropriate safety training in the use of all equipment and machinery required to be used in the performance of their duties. It shall be the Board's responsibility to provide and the employee's responsibility to use special safety clothing required by federal or state law or rule or Board policy.

15.1.3 Reasonable Force

The Board and Union recognize that situations may arise in which an employee may use reasonable force to protect himself/herself, students, or others from harm in accordance with applicable Florida Statutes. Any employee shall immediately report any instance involving the use of physical force to protect himself/herself or another employee and/or student, or the restraining of disruptive students, and any case of assault on or threat to the employee in connection with his/her employment to the worksite or designee. If requested, the employee shall give in detail the circumstances thereof in writing.

15.2 Bomb Threats

In the event that a bomb threat is made, and a building is evacuated, employees shall not be required to enter any building to participate in any search for a bomb.

15.3 Safety and Security Responsibilities (Training)

The District shall provide training so that each employee shall be responsible for enforcement of all safety and security measures contained in mandatory mental health training certification and procedures, resulting from the Marjorie Stoneman Douglas High School Tragedy of 2018 (Florida Safe Schools Assessment Act Tool). These measures include protections for staff and students who may face challenging interpersonal and cultural dynamics in the school workplace. The Association retains the right to bargain and/or impact bargain such measures as provided by law.

15.4 Emergency Custodial Response Team

A "Custodial Call List" for CCPS sites that are to be used as emergency shelters. This list shall represent the order in which employees shall be contacted and offered an opportunity to participate in cleaning and maintaining a CCPS site that is temporarily functioning as an emergency shelter during (immediately after) such periods of time of emergency use. The Custodial Call List shall be established annually by July 1st by representatives from the Association, Human Resources, Student Services, and District Operations. Once established the list will be maintained by Plant Operations for the ensuing calendar year. Employees hired after the list is established can be added to the list at any time.

15.4.1 List Priority

The priority of the list shall be as follows for current full-time custodian employees:

i. Regular assignment to the shelter location
ii. Any support staff employee who has volunteered and attended training
iii. An all call or message through ParentSquare will be sent to employees on the Emergency Response Team list and the first employees to respond will work the shelter location (four (4) employees per site). Unless the regular staff from the shelter location fills the shelter to an appropriate level.

15.4.2 Activation Procedure

Once a CCPS site has been identified for opening as an emergency shelter, the District shall begin calling and inviting custodial employees to work at the site for the duration of the site's use as a shelter. Once four (4) employees have committed to working in the shelter, the shelter will be considered appropriately staffed.

15.4.3 Temporary Residence

The custodial employee is expected to temporarily reside within the shelter until the shelter is closed. The employee is permitted to bring personal emergency supplies and other persons who permanently reside in their household. The employee and other members of their household who come to the shelter will be provided an identified area of the facility dedicated to employee use.

15.4.4 Shifts

During the operation of the shelter, two (2) pairs of employees will work together to continually clean and maintain the facility as directed by the shelter manager and/or CCPS administrative representative. Employees will complete time cards and will be paid for all hours worked. All shifts will be paid at the rate of time-and-a-half (150%) of the normal pay rate, over and above whatever rate non-responding employees in the same job classification are paid during the time of activation.

15.4.5 Shelter Closure

Once the shelter closes, the activated employees at the shelter shall continue to work shifts, as needed, to provide additional support in cleaning the facility.

15.4.6 Transportation Staff Activation and Payment

The parties agree to establish a "Volunteer Emergency Preparedness Team" for emergency use when the CCPS bus fleet is required to respond to emergency transportation situations. This list shall

represent the order in which employees shall be contacted and offered an opportunity to participate in emergency transportation runs. The Volunteer Emergency Preparedness Team Emergency shall be established annually after the return to school in-service training every August prior to school starting by representatives from the Association, Human Resources, Student Services, and District Support Services. Once established the list will be maintained by Transportation for the ensuing school calendar year.

15.4.7 List Priority

The priority of the list shall be as follows for current full-time custodian employees:

i. District Seniority

15.4.8 Activation Procedure

Once a CCPS bus has been identified for emergency use, the District shall begin calling and inviting driver employees to take the runs as needed by emergency management or CCPS administration. Employees will be given a description of the run to the best knowledge of CCPS administration at the time of the call. It is possible that the nature of the run changes. CCSP administration will update activated drivers as soon as possible to any changes.

15.4.9 Opt-Out Provision

Drivers who pass on an emergency run may be removed from the Volunteer Emergency Preparedness Team for the remainder of the school calendar year (August 10th- August 9th)

15.4.10 Shifts

During an emergency run, the length of the shift shall be determined as the time from when the employee retrieves the bus until the driver returns the bus to the appropriate facility or location. Parties acknowledge that breaks may be affected by this scheduling and will take all possible measures to provide drivers with appropriate breaks. All shifts will be paid at the rate of time-and-a-half (150%) of the normal pay rate, over and above whatever rate non-responding employees in the same job classification are paid during the time of activation.

ARTICLE XVI: JOB DESCRIPTIONS

16.1 Job Description Availability

All bargaining unit job descriptions shall be available on the website. Upon employment, each employee shall receive a complete copy of the job description for the position they occupy or referred to the website. The union employee shall be notified when any changes in the job description are board approved. Job descriptions shall be reviewed by a joint management/labor committee and updated as necessary. Written job descriptions for newly-created positions shall be developed collaboratively. The board reserves the right to change job descriptions.

ARTICLE XVII: CDL

17.1 Not Required CDL

Maintenance employees are not required to maintain a CDL license, if it is not listed as a requirement of their job description.

17.2 Required CDL

Employees in Sites and Grounds, Transportation, Fleet Services, and Warehouse, are required to maintain a CDL as designated in their job description, and current Florida Highway Safety Department of Motor Vehicles (HSDMV) requirements. CDL License holders are subject to the provision in School Board Policy 4161 (Drug and Alcohol Testing of CDL License Holders).

ARTICLE XVIII: LEAVES

18.1 Notice of Absence

Employees who find it necessary to be absent for authorized reasons shall notify management in accordance with the terms and conditions as set for the in this Article. An employee who is to be absent for an extended period of time may report the length of such an absence once, prior to the absence, for the duration of the absence. If the duration of the absence is extended, the length of the extension must be reported. Day-to-day absences must be reported each day. An employee who fails to timely notify management of an absence or who fails to timely return to work shall be subject to disciplinary action. A verifiable emergency shall be exempt from the above requirements. However, the employee in such cases shall notify management of such absence as soon as is feasible under the circumstances including bereavement related to a family member as defined in 18.2.1.

18.2 Sick Leave

18.2.1 Purpose

Sick leave may be used only by an employee who is unable to perform his/her duties because of injury or illness or because of illness or death of their father, mother, brother, sister, husband, wife, child, or other close relative or member of his/her own household.

18.2.2 Accrual

Full-time employees shall be entitled to four (4) days of sick leave at the end of the first month's employment of each year and shall thereafter earn one (1) day of sick leave for month of employment which shall be credited to the employee. (Including ESE, SANDS, Summer School, Intercession, Etc.) If any employee terminates his/her employment before he/she has earned the four (4) sick days available to him/her, the Board may withhold the average daily amount for sick days utilized but not earned by the employee. No employee shall earn more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.

Part-time regular employees shall earn a partial day of sick leave for each month of employment. The partial day of sick leave shall be in the same proportion as the employee's hours per week are to forty (40) hours per week.

Whenever the Board hires an employee from another Florida district, that employee may transfer sick leave from Charlotte County Public Schools. Employee must provide documentation from the previous district to the payroll department. Accrual begins upon receipt of verification of accrued sick leave.

18.2.3 Notice

Any employee who finds it necessary to be absent from his/her duties because of injury or illness shall notify his/her immediate supervisor as early as possible, and not less than one (1) hour before the beginning of the workday on which he/she must be absent. In the event that an employee works in a department or school that does not provide the opportunity to call in prior to the beginning of the work day, the employee shall contact his/her immediate supervisor within the first thirty (30) minutes of the

scheduled work day. When a request for leave is submitted more than thirty (30) days in advance, a determination shall be received by the employee within ten (10) working days.

18.2.4 Claims

Claims for sick leave must be filed in writing within five (5) days following the employee's return from sick leave. The written claim must set forth the day or days absent, that such absence was necessary, and whether the employee is entitled to be paid for the sick leave.

18.2.5 Negative Balance Claims

Employees shall not claim paid sick leave for hours or days for which he or she has no paid sick leave available. An employee who has no sick leave available may apply for unpaid sick leave, as provided herein, requiring prior approval from the superintendent or designee. Employees who attempt to claim sick hours for absences when no such paid sick time is available or who did not gain prior approval for unpaid sick leave, may be subject to progressive discipline.

18.2.6 Transfer of Sick Leave

A District employee may authorize a spouse, child, parent, sibling who is also a district employee, or another District employee to use sick leave that has accrued to the authorizing employee.

The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from a leave pool if the recipient participates in a sick leave pool. Employees shall submit an initial request for a specific number of hours. The recipient must provide documentation, by the treating physician, of the illness, accident, or injury for which leave is authorized, in accordance with Florida Statute 1012.61. Thereafter, additional requests may be submitted based on the number of hours needed. Unused sick leave shall be returned to the donating party. Donated sick leave shall have no terminal pay value.

18.3 Illness-In-The-Line-of-Duty Leave

Any employee shall be entitled to the illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease, other than the common cold, contracted in school work.

Leave of the employee shall be authorized for a total of not to exceed ten (10) days during any school year for illness contracted, or injury incurred, from the causes described above. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the Board warrant it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the Board deems proper.

Benefits shall be coordinated between this provision, Workers Compensation insurance, and the Sick Leave Bank, according to provisions agreed to by the Board and the Association.

The use of illness-in-line-of-duty leave or emergency sick leave shall result in no reduction of the employee's accumulated sick leave. Employees claiming benefits under this provision must file a claim on the appropriate form provided by the Board within five (5) working days following their return to work. The Board shall approve such claims and authorize the payment thereof if the Board is satisfied

that the claim correctly states the fact, and that such claim is entitled to payment in accordance with the provisions in Florida Statutes.

18.4 Personal Leave

18.4.1 Personal Leave with Pay

Employees may take up to six (6) days personal leave with pay, chargeable to sick leave, if approved by the Superintendent, subject to the following conditions:

- A written request for personal leave must be submitted to the principal at least two (2) work days before the leave would begin. The reason for the leave does not have to be stated.
- Any employee may reserve through non-use one (1) personal leave day to be used for bona fide emergency reasons, subject to the approval of the Superintendent. The determination of the Superintendent shall be final as to whether payment shall be made for said day. Said leave day, if utilized by the employee, shall require no prior approval other than that notice which would reasonably be expected under the circumstances. Emergencies such as cancelled airline flights with no prior opportunity for rescheduling or major weather conditions such as flood or hurricane can be accepted based on the facts of the situation and the proof submitted by the employee. In all where this section is involved, acceptable verifiable proof is required in order for consideration for payment to be made by the Superintendent. If day is not used as called for herein, it may be used as a personal day as in paragraph a. above.
- Personal leave with pay is non-cumulative.
- Personal leave shall not be used the day before or the day following a holiday or vacation period without the express consent of the principal or supervisor. The principal may waive the two (2) day advance notice requirement. Approvals or rejections by the principal shall be tentative, and final approval or rejection must be made by the Superintendent.
- Personal leave may not be used for days when an employee is receiving consulting fees or other compensation.

18.4.2 Personal Leave without Pay

Personal leave without pay, not exceeding five (5) days, may be granted by the Superintendent.

The Superintendent may recommend that the Board approve personal leave of up to one (1) year where the leave seems warranted and will not create disruption within the school program, or for the birth or adoption of a child.

Personal leave shall not be granted to an employee for the purpose of accepting any other employment. Violations of this provision may result in termination.

18.4.3 Personal Leave Limitation

Any request for personal leave may be denied if the granting of such leave would disrupt the normal operation of a school or if personal leave requests exceed ten percent (10%) of a school's staff. Requests for extension of personal leaves may be granted or denied at the discretion of the Board. If an employee uses four (4) or more sick days consecutively due to illness or uses sick leave days as they are accumulated, a Medical Certification may be required attesting to the need for the sick leave. If personal leave is refused, and the same employee who was refused calls in sick on the day on which he/she was refused for personal leave, medical certification may be required attesting to the need for the sick leave.

18.4.4 Paraprofessional Education Leave

The Association Employees in the job description "paraprofessional" may apply for an unpaid leave of absence to pursue a bachelor's degree in education. The unpaid leave of absence must meet the following requirements:

a. The degree program must require an in-person internship/practicum and the leave must be to participate in this internship/practicum.

b. The internship must be within a public school in Charlotte County Public Schools.

c. Employees shall apply for this type of specialized leave and present the following documents:

i. Proof of Enrollment with an accredited college or university in an education program

ii. Details regarding hour requirement of the internship or practicum

iii. Schedule of start and end date of the internship or practicum

iv. Employees must seek approval prior to the start of the internship or practicum

v. As with other leaves of absence, the District reserves the right to deny the request based on the possible operational disruption of the leave.

18.5 Military Leave

Military leave shall be granted without pay, except as provided below, to a full-time employee of the Board who are service members in the National Guard or a reserve component of the Armed Forces of the United States shall be granted a leave of absence from their respective offices and duties to perform active military service. Military leave will match the period of active military service. Leave for training may not exceed 240 hours in any one (1) annual period as provided in F.S. 115.07

All full-time employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall be entitled to a leave of absence from their respective duties with the first thirty (30) days of any leave of absence to be full pay for active federal military service that is equal to or greater than ninety (90) consecutive days. The employing authority may supplement the military pay of its officials and employees who are reservists called to active military service after the first thirty (30) days in an amount necessary to bring their total salary, inclusive of their base military pay, to the level earned at the time they were called to active military duty. The employing authority shall continue to provide all health insurance and other existing benefits to such officials and employees as required by the Uniformed Services Employment and Reemployment 46 Rights Act, chapter 43 of Title 38 U.S.C.

18.6 Duty Leave

Requests for duty leave will be considered when the employee, in accordance with instructions given, completes an authorized form and submits said form in a timely fashion to the principal or immediate supervisor who shall recommend or not recommend approval of such leave to the Superintendent. Employees on duty leave shall receive their regular daily rate of pay. Expenses shall be paid by the Board in accordance with Florida Statues. If a district vehicle is made available, mileage will not be reimbursed. Duty leave shall not be subtracted from sick leave. Employees who request and receive duty leave shall, if asked, be required to submit detailed information as to the nature and purpose of the leave, and

subsequently what educational activity took place that was of direct benefit to the Charlotte County Schools as well as how the benefit will result in improved program implementation in the Charlotte County Schools. Valid duty leave requests would include workshops, study courses, school surveys, and in some instances, professional meetings.

18.7 Judicial Leave

Any employee who is called to serve as a member of a jury panel or is subpoenaed as a witness may be granted leave of absence with pay upon approval of the Superintendent. Juror's pay may be retained by the employee. Witness fees or expenses reimbursed by the court for travel, meals, and lodging shall be turned over to the Board in all cases where such expenses are paid by the Board. Otherwise, such fees may be retained by the employee.

In no case shall judicial leave with pay be granted for court attendance when an employee is the defendant or is engaged in personal litigation, unless such actions are a result of an act performed by the employee as part of his/her official duties as an employee. Judicial leave with pay may not be taken by employees who are suing the Board. Judicial leave shall not be accruable to any employee.

18.8 Insurance during Leave of Absence

Any employee granted a leave of absence as provided herein shall be entitled to the opportunity to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance coverage shall be paid by the employee according to procedures developed by the Board. If an employee fails to return from leave as scheduled, the right to continue insurance shall terminate.

18.9 Return from Leave of Absence

18.9.1 Leaves Ten (10) weeks or less

Any employee returning from a leave of absence ten (10) weeks or less, shall be returned to the previous position if the employee notifies the Board in writing of his/her intent to return, or to request an extension of the leave, no later than three (3) weeks prior to the expiration of his/her leave. If an extension is denied, the employee must return at the end of the approved leave. If an extension is approved, the employee must give notice of return as provided above, no later than three (3) weeks before the expiration of the extension. If the employee fails to notify the Board at least three (3) weeks in advance of their intent to return at the end of a leave, the employee forfeits reinstatement rights and will be considered for future employment to the same extent as other applicants.

18.9.2 Long-Term Leaves (Greater than Ten (10) weeks)

The Superintendent may recommend that the Board approve personal leave without pay of up to one (1) year where the leave seems warranted and will not create disruption within the school program. The employee will be employed in the first available position for which qualified at a similar paygrade. Leaves of Absence will not be granted if the employee is the subject of a personnel investigation at the time of the request. If an employee is on a Leave of Absence while becoming either the subject of a personnel investigation, or is determined to be a witness for such an investigation, the employee must participate in such an investigation including any related meetings, interviews, and hearings. If the employee fails to notify the Board at least three (3) weeks in advance of their intent to return at the end

of a long-term leave, the employee forfeits reinstatement rights and will be considered for future employment to the same extent as other applicants.

18.9.3 Failure to Return

Any employee who fails to return from any leave, as scheduled and approved, shall be terminated.

18.10 FMLA/Extended Leave

Employees on FMLA or extended leave who exhaust leave balances will be paid the amount currently withheld for equal checks. Upon return, a new equal pay will be calculated for days worked or on paid leave. Bi-weekly employees who return after Spring break will be paid hourly.

In addition to the qualifications, benefits, and restrictions contained within the federal Family Medical Leave Act (1993), all non-probationary employees covered under this agreement shall be entitled to twelve (12) weeks of leave per year provided the employee has worked at least 1250 (one thousand two hundred fifty) hours in the previous twelve (12) months. Employees working fewer than this total are not eligible for family medical leave.

18.11 Domestic Violence Leave

In accordance with Florida Statutes, a District employee may take up to three (3) working days of leave in any twelve (12) month period if the employee, family, or household member of an employee is the victim of domestic violence or sexual violence. This leave may be charged to paid accumulated personal, sick, or vacation leave, or may be taken without pay. A written request for leave that is submitted by an employee under the requirements of this section and any time sheet that reflects such a request are confidential and exempt from S. 119.07(1) and s. 24(a), Article I of the State Constitution until one (1) year after the leave has been taken.

18.12 Notice of Resignation

Employees are encouraged to provide two (2) weeks' notice to facilitate a smooth transition out of the organization. All resignations must be confirmed in writing. Employees should complete the employee resignation form provided by the district for this purpose or may submit other written notice that must include the effective date. Employees who verbally resign will receive a confirmation of resignation notice within twenty-four (24) hours.

18.13 Resignation for Failure to Report to Work

Employees who fail to report to work for three (3) consecutive days without properly communicating to their supervisor or manager the reasons for their absence will be viewed as voluntarily resigning their employment as of the third (3rd) day.

18.14 Maternity/Paternity Leave

Any full-time employee will be granted maternity/paternity leave up to six (6) weeks for the birth or adoption of a baby. Such leave will be with pay if accrued sick or vacation leave is available. Unpaid personal leave may not exceed the balance of the school fiscal year in which the child is born or adopted. Additional sick leave may be granted if the application for leave is accompanied by a physician's statement verifying the medical necessity of such leave. Any employee claiming

maternity/paternity leave within the same rolling year as Family Medical Leave may only be granted a total leave of one (1) year, not one (1) year plus, twelve (12) weeks.

18.15 Bereavement Leave

All full-time employees will be granted two (2) days paid bereavement leave per qualifying event. Eligible family members are defined as the support staff member's spouse, children/legal dependents, parents, siblings, household members, or cases of stillbirth. Bereavement leave is not cumulative. The two (2) days of bereavement leave need not to be taken consecutively. Employees will not be paid bereavement leave for days not scheduled to work (i.e., sick leave, annual leave, leaves without pay). Additionally, if the employee has exhausted all leave, an employee may opt to use up to two (2) days of leave without pay and shall not be subjected to progressive discipline. Employees may be required to provide a copy of the obituary or other satisfactory document. Bereavement leave ordinarily is to be used within twenty (20) days of the death of the family member unless the employee documents a legitimate reason to extend this period. In the event of the death of an in-law, grandparent, or grandchild, if the employee has exhausted all leave, an employee may opt to use up to two (2) days of leave without pay and shall not be subjected to progressive discipline.

ARTICLE XIX: VACATION

19.1 Vacation Entitlement

19.1.1 Full-Time Employees

Full-time employees who regularly work forty (40) hours per week, twelve (12) months per year, shall be entitled to annual paid vacation as provided below:

Length of Continuous Employment	Vacation Earned
One (1) year through five (5) years……	Twelve (12) hours per month worked, not to exceed eighteen (18) vacation days per year.
Six (6) years to ten (10) years……	Fourteen (14) hours per month worked, not to exceed twenty-one (21) vacation days per year.
Over ten (10) years……	Sixteen (16) hours per month worked, not to exceed twenty-four (24) vacation days per year.

19.1.2 New Employee Eligibility

New employees must work at least six (6) months before they are eligible to use vacation time. Employees who have worked more than six (6) months in a full-time, ten (10) or eleven (11) month position and then transfer to a full-time, twelve (12) month position may use vacation time as soon as it is earned.

19.1.3 Use of Vacation Leave

Vacation time should be used at the end of each year or when it will not disrupt the operation of the department. No more than fifteen (15) days of vacation may be taken at any one time except with the recommendation of the employee's supervisor and the permission of the Superintendent.

No vacation days are earned until the last day of the first (1st) full calendar month worked. Subsequent vacation days are not earned in any month until the last day of the month worked. Vacation time may not be used until after it has been earned. Vacation schedules must be approved in advance by the employee's immediate supervisor.

19.1.4 Regular Twelve (12) Month Half-time Employees

Half-time employees who regularly work twelve (12) months per year shall earn one-half (.5) day of vacation per month. Employees are considered to be regularly working twelve (12) months per year if they are on duty every workday of each week during the year, except for legal holidays and the spring break designated in the school calendar.

19.1.5 Resignation--Vacation Payment

Twelve (12) month employees who resign may receive pay for accumulated vacation days if they have provided their immediate supervisor with written notice of resignation at least fifteen (15) days in advance of the resignation.

19.2 Vacation Accrual

Any person hired after July 1, 1996, to a 251-day position shall accrue vacation time as follows:

One (1) to Five (5) years…….	Eight (8) hours per month, to twelve (12) days per year
Six (6) to Ten (10) years……..	Twelve (12) hours per month, To eighteen (18) days per year
Ten plus (10+) years……..	Fourteen (14) hours per month, Twenty-one (21) days per year

Vacation days can accumulate over five hundred (500) hours until 6/30 of each year at which time only five hundred (500) hours will be carried forward as vacation time, and any excess above five hundred (500) shall roll to that employee's sick leave balance.

19.2.1 Vacation Accumulation

During the first two (2) months of the fiscal year, administration and any employee who has the potential for losing vacation will mutually agree to a tentative vacation schedule that will give the employee adequate time to utilize vacation leave.

19.2.2 Paid Time Off

In the event it is not possible to schedule vacation to allow the employee adequate opportunity to utilize his/her vacation leave accrued in June, the employee shall be entitled to utilize "Paid Time Off" hours, equivalent to the number of hours accrued, but not taken, in June as follows:

Any person hired in a 251-day position before July 1, 1996, (over ten (10) years) – a maximum of sixteen (16) hours.

Any person hired after July 1, 1996, to a 251-day position:

One (1) to Five (5) years – a maximum of eight (8) hours

Six (6) to Ten (10) years – a maximum of (12) hours

Ten plus (10+) years – a maximum of fourteen (14) hours

Paid Time Off hours shall be carried forward into the next fiscal year and shall be used during that year.

Any Paid Time Off hours not taken during the fiscal year will expire. Paid Time Off will not be counted as vacation leave and will not be carried over into the next fiscal year.

19.3 Vacation Approval

Once a leave request for vacation is submitted to the supervisor, that request must be approved or denied within ten (10) working days.

ARTICLE XX: PAY PRACTICES

20.1 Pay Practices

Once an employee elects a pay option, that option will remain in place until such time as the employee makes an alternative election.

20.1.1 Semi-Monthly (24-Pay Option)

Twelve (12) month employees will receive twenty-four (24) equal paychecks which will be paid on a semi-monthly basis. Payday will be the 7th and 22nd of each month. If the 7th or the 22nd falls on a weekend or holiday, payday will be on the last workday before the holiday.

20.1.2 Hourly Pay (Non-equal Pay Option)

Employees may elect a pay option of hourly as time is worked (non-contract pay). This election must be initiated by the employee in Records at the time of hire or during the annual window during May 1st – June 15th of the previous year.

20.2 End of the Year Paychecks

All employees will receive the paycheck associated with the final pay period of the year and all summer paychecks no later than the regular payday associated with the final actual worked day of the year as applicable.

20.2.1 Pay Periods as of July 1, 2023

All employees will move to a twenty-four (24) pay semi-monthly pay cycle (employees who elect the hourly option will continue to be paid for timed worked rather than receiving equal pays). Pay dates shall be the 7th and 22nd of every month. On days in which a payday occurs on a weekend day or bank holiday, the pay date shall be moved to the closest preceding non-holiday weekday.

20.3 Work Calendar and Hours

Employees shall be responsible for knowing the number and specific days/dates of their annual work calendars. Employees have an ethical responsibility to remain present and engaged in their job description work throughout their work hours.

20.4 Work Week

The workweek shall begin at 12:01 A.M., Saturday ending at twelve (12) midnight on Friday.

20.5 Hours

20.5.1 Normal Work Day

The length of the normal work day, including the actual beginning and ending times, shall be clearly designated to each employee except food service employees, bus drivers, and bus aides before the first day of employment, provided that such time may be changed at the discretion of the Board. General schedules will be announced for food service employees, but these schedules will vary according to needs and activities during the year.

20.5.2 Flexible Work Schedule

A flexible work schedule is defined as modifications to the established work schedule that affect the beginning and ending times and the duty-free lunch. A flexible work schedule shall not change the number of hours the employee works per normal work week. Flexibility in an individual's schedule may be approved/disapproved in advance by the site supervisor provided any denial is not arbitrary, capricious, or discriminatory. Flexible work schedules may be discussed at the site-based PPCs.

20.5.3 Straight Time Pay

Work time above the normal workweek but less than forty (40) hours shall be paid at the straight time hourly rate.

20.5.4 Overtime Pay

Hour worked in excess of forty (40) per week will be paid at one and one-half (1.5) time the employee's regular hourly rate. Paid holidays, unpaid holidays (when holiday occurs in the work week), duty and judicial leave will be counted as time worked for the purpose of computing overtime pay. In addition to receiving double (2x) time for hours worked over sixty (60) in a work week or on a paid holiday, hours worked on designated unpaid holidays shall be paid at double (2x) time.

Payment for overtime will be included in the paycheck for the week in which the overtime was worked under both Option 1 and Option 2, except that when a paycheck is issued early as provided in paragraph 3 above, the overtime pay may be delayed until the next paycheck. Overtime hours must be authorized in advance by the immediate supervisor, and all overtime hours worked must be reported for the week in which they were worked. Any hours worked over sixty (60) in a work week or on a paid holiday shall be paid at double time.

20.5.5 Duty-Free Lunch

All full-time employees who work at least four (4) continuous hours shall be provided a duty-free lunch period without pay of not less than thirty (30) minutes per day. When an employee is assigned to work away from his/her regular work site, and travels to that work site in a Board-owned vehicle, and it is necessary to leave that site to get lunch, the employee may use the assigned vehicle to go to lunch if the immediate supervisor gives approval in advance.

20.5.6 Duty-Free Break

All full-time employees whose regular work shift is four (4) hours or more shall be provided one (1) duty-free break of at least fifteen (15) minutes during each three (3) consecutive hours worked. The time of the break shall be determined by the immediate supervisor. Under extreme working conditions, the appropriate supervisor may add reasonable break periods.

20.6 Paychecks

20.6.1 First Paycheck

New employees: All new 251-day employee: First (1st)paycheck equals time worked in pay period; subsequent checks are equal pay. All new bi-weekly employees: equal pay if worked at least one (1) day in pay period.

Employees hired after December 1, 2013, shall be paid via automatic payroll deposit.

20.7 Mileage, Meals, and Rates Per Diem

20.7.1 Employee Privately Owned Vehicles

Employees authorized to use their privately-owned vehicle for approved travel shall be paid at the IRS designated rate as of January of each calendar year.

20.7.2 Employees Assigned More Than One (1) School

Employees who are assigned to more than one (1) schools per day shall be reimbursed for the mileage driven between schools for actual miles driven. Such mileage reimbursement will not include routine travel to and from the assigned school and the employee's residence. Employees shall also be reimbursed for mileage when in-service training or when assigned to temporary duty elsewhere.

20.7.3 Out-of-County Meals

Pay for out-of-county meals shall be referenced in the Board Policy 6550.

20.8 Salary Schedules

Employees will be paid according to the salary schedule negotiated by the Association and the Board.

20.8.1 Holidays

Paid holidays shall be provided to all employees on an equitable basis.

DAYS OF EMPLOYMENT	PAID HOLIDAYS
177-226	5 DAYS
227-246	6 DAYS
247+	7 DAYS

When there is a closure of the district over winter break, employees may be required to use applicable vacation/personal days or may take leave without pay without consequence.

In order to be eligible for a paid holiday, an employee must be at work or on paid leave an employee must be at work or on paid leave the day before and day after the holiday.

Days of employment shall include summer employment if the employee worked both summer terms in sequence. (Bus drivers who are employed on a full-time basis during the regular school year and drive for both consecutive summer terms are entitled to one (1) additional paid holiday.) Employees who work less than ten (10) months will be paid for the same holidays as ten (10) month employees if they are full-time employees working when those holidays occur. In order to be eligible for a paid holiday, an employee must be at work or on paid leave the day before and the day after the holiday.

20.9 Emergency Call-In Pay

Any employee called to work a non-scheduled emergency with no advance notice which occurs outside of the employee's regular shift, shall receive a minimum payment of two (2) hours pay at the overtime rate of pay. The two (2) hour minimum does not apply when the extra hours are continuous with the employee's regular work shift.

20.10 Terminal Pay for Accumulated Sick Leave

The Board shall provide terminal pay for accumulated sick leave earned in the Charlotte County School District to all employees upon retirement through an approved Florida retirement system or Social Security, or to the employee's beneficiary if service is terminated by death. Such terminal pay may not exceed an amount determined as follows:

- During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave earned in the Charlotte County School District;
- During the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days accumulated sick leave earned in the Charlotte County School District;
- During the next three (3) years of service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days accumulated sick leave earned in the Charlotte County School District;
- During the next three (3) years of service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave earned in the Charlotte County School District; and,
- During and after the thirteenth (13th) year of service, the daily rate of pay multiplied by one hundred percent (100%) of the number of days accumulated sick leave earned in the Charlotte County School District.

The parties agree to participate in a "Special Pay Plan" for terminal pay. The terms and conditions shall be governed by the agreement between the Charlotte County School Board and the vendor. Any changes shall be subject to negotiations with the Association.

20.11 Payroll Stubs

The District provides electronic payroll information. The District shall provide directions to a website that provides an employee with his or her payroll information. A payroll stub shall be issued with each paycheck and shall have the following information:

- Accumulated sick leave
- Accumulated vacation leave
- Withholding and payroll deductions
- Gross pay
- Net pay
- Hours worked
- Rate of pay
- Index
- Incentive pay
- In-Service

20.11.1 In-Service Pay

All courses or in-service must be approved through the district Human Resources office, based on recommendations by a committee composed of the Association and administrators. Courses and in-service attended during the workday must also be preapproved by the supervisor. Thirty (30) clock-hours of course work or in-service is required. There is no time limit for the accumulation of these hours. Only job-related course work or in-service will qualify. Official verification of successful completion must be provided. Course work/in-service funded by the school district will be considered, if all other

conditions are met. Once Level I has been achieved, the hourly supplement will remain a permanent part of the hourly salary. After submission to Human Resources and upon proof of completion, an employee shall receive the Level I supplement retroactive to the date of completion of the final course.

20.11.2 Pay upon Retirement

Retirees shall be paid at the time of retirement.

20.11.3 College Credit Not Required by Job Description

All degrees must be earned at a college or university accredited by an organization recognized for that purpose by the Florida (or US) Department of Education.

Degree/Certificate	Hourly Supplement
Associate's	$0.50
Bachelor's	$1.00
Master's & Above	$1.50
Employees holding a Florida Certified Contractor License**	$1.00
Employees who obtain and maintain certification in the following: ● Culinary Arts from an approved Food Service Program ● Automotive Standard of Excellence Certification ● SHRM Certified Professional School Nutrition Association Level 3 and Above	$0.50

*Employees with sixty (60) credit hours or a two (2) year (Associate's) degree shall receive this supplemental rate.
** Employees must hold the licenses directly. Employees must be in a position of the same type. Supplemental rate shall not exceed two (2) certifications and will be contingent upon the proper verification of certification.

20.12 Director-Assigned Higher Classification

If an employee is assigned to a higher classification for ten (10) or more consecutive days or any twenty-one (21) days in a forty (40) day period, such pay shall be retroactive to the first (1st) day in the higher assignment. Pay at the higher rate shall commence on the eleventh (11th) consecutive day and the twenty second (22nd) day of the forty (40) day period. This assignment must be approved by the director of the department.

20.13 Serving as A Substitute Outside of Job Description

Paraprofessionals assuming teaching responsibilities for a classroom teacher will receive an hourly supplement of $5 per hour.

Early childhood assistants assuming teaching responsibilities for early childhood teachers will receive an hourly supplement of $3 per hour.

Food service employees who substitute as a food service assistant manager will receive a $5 per hour stipend while covering in whole shift increments.

20.14 Requirements for Head Start/Early Head Start Employees

The District and the Association shall continue the discussion to jointly address all issues relating to Head Start and Early Head Start programs.

The Head Start Act, Sec. 648A., requires that not later than September 30, 2011, Head Start teaching assistants nationwide in center-based programs have

- at least a child development associate (CDA) credential;
- enrolled in a program leading to an associate or baccalaureate degree; or
- enrolled in a CDA credential program to be completed within two (2) years.

As of October 1, 2011:

- an associate degree in early childhood education
- an associate degree in a related field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children; or
- a baccalaureate degree and passed a rigorous early childhood content exam, such as the Praxis II.

20.14.1 Tuition Reimbursement

The costs for the state rate of tuition charged by educational institutions shall be reimbursed to early childhood employees in accredited programs to earn or update CDA credentials. For those enrolled in the CDA program, the CDA must be completed within two (2) years of starting the program earn an Associate or Baccalaureate Degree in Early Childhood Education. Reimbursement will also be provided to those who complete Continuing Education Units (CEUs) as required for their positions. The approval of reimbursement for college credit shall be solely at the discretion of the Head Start Director, based on the needs of the Head Start program.

The employee shall be required to provide documentation of enrollment and successful progress (a grade of “C” or better) in courses that are part of the curriculum leading to a CDA, associate or baccalaureate degree in the area of early childhood education. Paraprofessionals who participate in this program to receive financial assistance to pursue degrees shall sign an agreement to repay costs of any course that has not been successfully completed with a grade of “C” or better.

Individuals who receive financial assistance under the Head Start Act shall:

- be responsible for giving the Head Start designee an update on progress toward CDA or degree every six (6) months
- teach or work in a Head Start program for a minimum of three (3) years after receiving the degree; or
- repay the total or a prorated amount of the financial assistance received based on the length of service completed after receiving the degree
- requests for transfers by employees who received financial assistance shall be denied until such time that the above obligation is fulfilled.

20.14.2 Paid Training for Early Childhood Employees

For early childhood employees, the District will pay the hourly rate for all training required for maintaining job description minimum requirements other than initial CDA credentialing.

20.15 Summer School for Bus Drivers

Any bus driver or bus attendant who is called for summer school as an occasional bus driver will be paid their regular hourly rate for hours worked.

20.16 Recruitment Bonus

Any employee who recruits a regular full-time employee shall be eligible for a one-time bonus of $100 subject to the following provision: recruit must maintain six (6) months continuous employment. Employees may not be eligible if it is part of their job to assist in hiring.

20.17 Payroll Deposit

Employees shall be paid via automatic payroll deposit. In the event automatic payroll deposit information isn't available, employees shall be paid on a paycheck card.

20.18 Emergency Pay Practices

During declared emergency situations when it has been determined by the Superintendent that all employees will be paid without reporting to work, the Superintendent shall notify the Association as soon as possible, identifying the dates of closure that shall utilize this provision. During such closures, employees that are called to work shall:

- Receive their regular pay and additional pay and an additional time-and-a-half (1.5) rate of pay for the first forty (40) hours actually worked.
- Receive their regular pay and an additional double-time (2x) rate for any hours greater than forty (40) actually worked
- Receive the higher pay grade rate of pay at their current level when assigned to work in a higher job classification.
- Be notified of any possible overpayment(s) based on the number of days that are to be made up later in the school year. In such cases, employees will be permitted to make up the days that represent the overpayment prior to the district's requiring the employee to begin repayment. Also, in such cases, the employee may utilize sick leave if such leave balance(s) exist(s).

20.19 Overpayment of Employees

Employees who are overpaid are required to repay the identified amount in increments, no less than 4% or $25.00, whichever is more. Employees may elect to write a check for the remaining owed balance to terminate automatic payroll deductions. If the overpayment results in a financial hardship to the employee, The Association and the District agree to develop an acceptable repayment schedule.

20.20 Transportation Workday and Pay Practices

20.20.1 Workday

All bus drivers and bus attendants will have a minimum workday length of six (6) hours regardless of route length for the work calendar days. Bus drivers and bus attendants whose route length is shorter than six (6) hours are expected to remain available for other transportation based duties at their assigned Transportation facility for the entirety of their paid shift.

20.20.2 Pay Practices

Bus drivers and bus attendants who work over and above their official route length time will be paid for any additional time as Over-Run Time (ORT). These amounts will be paid on all applicable paychecks as additional time rather than causing an adjustment to the contract- or equal-pay calculations. Only if and when a bus driver or bus attendant bids onto a route with a different official workday length shall the contract- or equal-pay calculation be adjusted for that employee.

Routes that include a year-round school will be kept at the same guaranteed hourly minimum even on days when the year-round school is not in session (October and March intercessions). Employees shall remain available for work within their job description during this time.

ARTICLE XXI: INSERVICE AND PROFESSIONAL DEVELOPMENT

21.1 DSP 2 Sub Committee

The District Strategic Plan (DSP) Priority 2 Sub Committee shall be comprised of up to five (5) members from the Association to include the Association President or designee.

ARTICLE XXII: INSURANCE

22.1 Group Health Insurance

For the term on the contract the Board shall contribute toward the cost of group health insurance, as negotiated annually, for all permanent, regular, (non-substitutes) employees.

22.1.1 Grandfathering of Board Contribution

Any current employee (hired prior to June 30, 2019) shall receive no less than the Board contribution toward the health insurance plan as follows, and further retains the rights to switch to a different dependent or employee-only plan as familial changes require with the Board providing no less than the respective amount for the plan, and/or as determined by the employee's contracted hours of work. This provision grandfathering the Board's share for the grandfathered Board contribution shall remain effective for the employee's remaining career in the District, and shall apply to any current employee (hired prior to June 30, 2019) who previously "opted-out" of the District insurance but who loses his/her alternative health insurance coverage (see 22.3.3 Revocation of Opt-out). Any Board contribution overage may be placed in the employee's HSA.

For grandfathered employees (hired before July 1, 2019), the monthly Board share shall be:

$615.00 Monthly – Employee Only
$749. 80 Monthly – Employee/Spouse
$753.72 Employee/Child(ren)
$804.92 Employee/Family

22.1.2 No Cost Premium to the Employee

For the 2027 plan year, the Board shall provide an HDHP plan that has a low premium cost for employee-only coverage

22.2 Life Insurance and Long-Term Disability

For the term of the contract, the Board shall provide each permanent, regular (non-substitute) employee a fifty-thousand-dollar ($50,000) term life insurance policy and Long-term Disability coverage. Any reductions in coverage based on age shall be in accordance with ADEA.

22.3 Insurance Opt-Out

The Board shall contribute an annually-negotiated amount to employees who opt out of group health insurance.

22.3.1 Eligibility

An employee may elect to "Opt-out" of the district health insurance under the options listed below and in accordance with IRS rules.

22.3.2 Opt-Out Election

A qualified employee shall acknowledge reasons for Opt-out when applying electronically for participation in the Opt-out, and must also acknowledge the reason(s) on an annual basis during the open enrollment period for each plan year.

22.3.3 Revocation of Opt-Out

Revocation of Opt-out: an employee who loses his/her alternate health insurance coverage may re-enroll in the district insurance program within thirty (30) days of losing the alternate coverage. The employee shall provide written documentation and shall immediately begin contributing the employee portion toward the cost of the health insurance coverage via payroll deduction.

22.3.4 Value of EBHRA Opt-Out

The value of the Opt-Out shall be $89.50 per paycheck to coincide with insurance eligibility payable into an Excepted Benefit Health Reimbursement Arrangement (EBHRA) account. This amount cannot be increased by employee contribution. Should an employee separate from service, the account will be deactivated on the day the employee separates service.

22.4 Health Savings Account (HSA) Incentive

For the 2027 Insurance Plan Year only, the Board will make contributions of $10 per pay to an HSA for each employee to coincide with HDHP insurance eligibility. The HSA accounts will conform to IRS regulations and shall belong to the individual employee, even if the employee severs employment with the District.

22.5 Tobacco Surcharge

Employees who use tobacco products will be required to pay an additional surcharge of $50 per pay for their medical insurance. An employee who has used a tobacco product(s) any time within the last sixty (60) days will be considered to be a user of tobacco products. The tobacco surcharge ($50 per pay) will be enforced throughout the entire plan year, unless the employee meets the requirements of the Affordable Care Act for a change in status. Employees will be able to update tobacco status during open enrollment each year. By failing to disclose tobacco status or by not completing the form, an employee will be assessed the $50 per pay default charge, the same as a self-identified tobacco user.

22.6 Health Insurance Plan

22.6.1 Inclusions

The District will offer employees a choice of high-deductible health insurance plans. Specific plan descriptions will be found on the District's website. Plans will include:

- Wellness Incentive window of September 1st to August 31st of each year. The Employee Benefits Committee shall make recommendations to the District regarding eligibility requirements for receiving the Wellness Incentive. The District will communicate, explicitly, the eligibility requirements for an employee to receive the Wellness Incentive. An employee failing to meet the eligibility requirements will not receive the Wellness Incentive in the ensuing Plan year.
- Tobacco Surcharge of $50 per pay
- Preventative Care; zero-dollar ($0) cost; preventative labs covered.

22.6.2 Deductible

Employee is responsible for all out-of-pocket costs until deductible is met (includes doctor visits and prescription costs).

22.6.3 Supplemental Coverages

Additionally, the District will offer secondary medical plans to the high deductible plans providing supplemental coverage medical plan (hospital indemnity, critical illness, accident). Such coverage shall be available through payroll deduction, and are fully funded by the employee.

22.7 Board Contribution to Group Health Insurance

Effective January 1, 2026, the Board shall contribute to employee group health insurance coverage at a rate of $615.00 per month.

22.8 Benefit Enrollment

The employee's responsibility is to participating in Open Enrollment Process annually. The new Employees' responsibility is to participate in Enrollment upon hire. The District will provide clear and timely communication about the Open Enrollment Process. Should an employee fail to complete his/her individual Enrollment, including failing to provide any final signatures or required documents, may result in the District reverting the employee's elections to employee-only coverage at the highest deductible offered, and eliminating all optional coverage options. Requests for changes outside of the Open Enrollment window will not be honored. Any mistakes made by the employee during Enrollment are the sole responsibility of the employee. Employees are encouraged to seek assistance and information regarding plan details before and during insurance election. Employees will be provided with an opportunity to review their insurance election prior to December 15th of the ensuing plan year.

New employees must complete all benefits enrollment prior to the fifteenth (15th) day of the month prior to the date of benefits eligibility. A failure to complete benefits Enrollment by this deadline, including failing to provide any final signatures or required documents, may result in the District reverting the employee's elections to employee-only coverage at the highest deductible offered, and eliminating all optional coverage options.

ARTICLE XXIII: PAYROLL DEDUCTIONS

23.1 Other Voluntary Deductions

Upon receipt of signed, written authorization from any employee, the Board will withhold specified amounts from the pay of such employee and, within ten (10) days or such other time as may be requested, will pay such withheld amounts for the following purposes:

- Tax Sheltered Annuity: Deductions will be paid to annuity companies already approved by the Board or to any new annuity companies designated by at least five percent (5%) or all employees of the Board.
- Credit Union
- Insurance: Deductions will be made for insurance programs currently approved for payroll deduction and for such other programs as the parties designate.

23.1.1 Termination of Voluntary Deductions

An employee may terminate any voluntary payroll deduction at any time by giving written notice to the Human Resource Department or Payroll Department no later than the fifteenth (15^{th}) of the month. Some payroll deductions may be terminated only according to Internal Revenue Service regulations. The District may terminate the collection of voluntary deductions provided the vendor will self-bill and the employee will not lose access to a previously negotiated group rate structure. In such cases when the District elects to terminate the deduction advanced notice will be provided.

23.1.2 Equal Amounts

Voluntary payroll deductions authorized by an employee will be deducted from each paycheck in equal amounts when it is practical to do so. If the employee's net wages in any paycheck are not sufficient to pay the authorized deductions, no voluntary deductions will be made. If the employee then receives a second paycheck in the same month, double deductions will be made if the net wages are adequate.

23.2 Continuation of Benefits

Any employee granted a leave of absence, drawing from Workers Compensation, receiving disability benefits, or who is vested for retirement in a Florida retirement system but has opted to take a deferred retirement and is not actively working shall be entitled to continue insurance coverage during the time they are not actively at work provided that the premiums for such insurance coverage shall be paid by the employee according to procedures developed by the Board and in conformity with any provisions for waiver of premium which may be in effect for such coverage. Retired employees shall have the right to continue group health insurance coverage for themselves and their dependents provided the premiums for such coverage shall be paid by the employee according to procedures developed by the Board.

ARTICLE XXIV: GRIEVANCE PROCEDURE

24.1 Time Limits

All stated time limits shall be the maximum time limits for grievance processing. In any grievance, each party shall be entitled to one (1) automatic extension of time up to a maximum of ten (10) days if a written request for an extension of time is submitted within the original time limit. Further extensions may be granted by mutual agreement at Level One or Level Two. The failure of a supervisor, principal, or other management representative to respond to a grievance with the time limits stated shall be considered a denial of the grievance at that level. The day a grievance occurred shall be counted as the first day. Actions or responses required may be taken any time before five o'clock p.m. (5:00 p.m.) on the last day of any time limit or extension thereof. Failure of the grievant to comply with any time limit or extension thereof shall render the grievance untimely and shall be grounds for denial of the grievance.

24.2 Representation

The grievant or the appropriate administrator involved may have representation at any level of the grievance procedure. Either party may be represented by an attorney at any level but must first give the other party two (2) days advance notice of their intent to be represented by an attorney.

24.3 Reprisal

Neither the Board nor the Association shall take any reprisal against any grievant for filing, failure to file, or withdraw a grievance at any time.

24.4 Filing

Grievances must be filed by a grievant on the negotiated form within thirty (30) calendar days of the date on which the grievant knew or should have known of the action, or lack of action, that is the basis for the grievance. Grievance forms must be fully completed and filed with the principal or immediate supervisor who has authority to resolve the grievance. Grievances will not be prepared or processed by grievant during working hours except with the consent of the principal or Superintendent.

24.5 Meetings

At the request of either party, at any level, both parties shall meet in an effort to resolve the grievance.

24.6 Procedure

Grievances that comply with the foregoing requirements shall be processed according to the following procedures.

24.6.1 Informal Level

Before a dispute enters Level One, the grievant shall have thirty (30) calendar days from the time of the alleged incident to request a conference with the appropriate administrator to discuss and attempt to resolve the problem. This conference shall precede all other steps in the grievance procedure.

24.6.2 Level One

Within ten (10) days of the receipt of the properly submitted grievance, the principal or immediate supervisor shall respond to the grievant in writing as provided on the Grievance Response Form (see Appendix).

24.6.3 Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One or if no disposition is timely made, the grievant may appeal the grievance to Level Two by properly completing the appeal section of the grievance form and submitting it to the Superintendent within ten (10) days of the written response or lack thereof from Level One. Such appeal, if timely filed, shall be answered by the Superintendent within ten (10) days. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no disposition is timely made, the grievant may appeal the grievance to Level Three, Arbitration.

24.6.4 Level Three - Arbitration/Grievance Review Committee

If the grievant elects to utilize this process, the following rules shall apply:

- The grievant must complete and submit the arbitration appeal section of the district grievance form to the Superintendent within fifteen (15) days from the receipt of the disposition at Level Two or lack thereof.
- The grievant must also file a request for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Service (FMCS) within fifteen (15) days after submitting the appeal to the Superintendent as provided in paragraph one (1) above, and send a copy to the Superintendent and to the Association if the Association is processing the grievance for the grievant.
- An arbitrator will be selected according to the procedures of the American Arbitration Association (AAA).
- Costs for the arbitrator shall be borne equally by the Board and the Association if representing the grievant or by the grievant if not represented by the Association. If a party withdraws from arbitration, the costs associated with the arbitrator shall, at the option of the remaining party, be borne by the party withdrawing, unless both parties agree mutually to withdraw, at which time costs shall be shared equally.
- Either party shall be entitled to request a transcript of the proceeding at the requesting party's expense. The other party may purchase a copy of said transcript if it chooses to do so. If both parties purchase transcripts, the cost will be shared equally. If the arbitrator requests a copy, such copy shall be forwarded, and the cost shall be borne equally by the parties. If the Board first obtains a copy of the transcript, and the grievant then obtains a copy pursuant to the Public Records Act, the grievant shall reimburse the Board for one-half of the Board's cost for obtaining the transcript. The parties may agree not to have the testimony recorded if such agreement is made in advance of any arbitration hearing.
- No party shall present new evidence after Level Two without apprising the other party of such material at least two (2) days before the new evidence is submitted. If either offers new evidence, the other party may reconsider its position stated at Level Two.

The arbitrator shall:

- Hold a hearing with the parties within fifteen (15) days after the arbitrator has been chosen or as soon thereafter as the arbitrator can be available.
- Establish reasonable rules of conduct for the hearing.
- Inform the parties of said rules and procedures, and conduct the meeting.

- Allow any party to submit post-hearing briefs on request and determine a reasonable time for submitting such briefs.
- Provide the parties with a written decision within fifteen (15) days after the close of the hearing or after the receipt of post-hearing briefs, if any, or as soon thereafter as the schedule of the arbitrator permits.
- With permission of the arbitrator, the above times may be extended.
- By mutual agreement the parties may submit documentary evidence and argument to the arbitrator and request that a decision be made without a hearing.
- The arbitrator's decision shall include findings of fact, reasoning, and conclusions on issues submitted.
- The arbitrator shall not have the power to add to, subtract from, or in any way any term or provision within this contract, nor shall the arbitrator have the power to change any practice, policy, or rule of the Board.
- The arbitrator shall refer back to the parties, without decision or recommendation on its merits, any grievance in which the arbitrator has no power to rule.
- The decision of the arbitrator shall be final and binding upon the parties. However, no party waives its right to appeal such decision to the appropriate legal forum.

24.7 Letters of Reprimand

Written allegations, letters of reprimand, and all other notices of disciplinary action shall be placed in a separate grievance file until the grievance timelines have expired or the grievance procedure is exhausted.

ARTICLE XXV: FORMS

The Board shall create and provide the necessary forms to implement the contract with the exception of the grievance forms that shall be provided by the Association. Such forms shall not change the meaning or application of the provisions of the contract.

ARTICLE XXVI: FAIR PRACTICES

The Association will neither take nor threaten to take any reprisals, other than properly filed grievances or judicial challenges, directly or indirectly, against any supervisory or administrative personnel or Board member regarding the administration of this contract. The provisions of this contract shall be applied without discrimination (including anti-Semitism [as defined in Bylaw 0100]) on the basis of race, ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), recognized disability, pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, “protected classes”) in its programs and activities, including employment. (School Board Policy 1122, 3122, 4122, 2260)

ARTICLE XXVII: NO STRIKE CLAUSE

Differences between the Board and the Association shall be resolved by peaceful and appropriate means, without interruption of the school program. The Association will not condone, aid, or abet (directly or indirectly) any strikes, work stoppages, slowdowns, or any other concerted refusal to perform work by the employees covered by this contract during the term of this contract. Upon notification from the Board of any unauthorized work stoppage, the Association shall make public that it does not endorse work stoppage and will use its best efforts to end any unauthorized work stoppage. Such action by the Association shall be full performance of its obligation under this paragraph and shall free it from any further liability hereunder.

ARTICLE XXVIII: PRINTING AND DISTRIBUTION OF THE CONTRACT

28.1 Responsibility

Upon completion of contract negotiations and prior to the ratification process, the office of the Assistant Superintendent of Human Resources and Labor Relations and the FEA representative for the Association shall immediately meet for the purpose of final editing and contract sign-off.

28.2 Timeline

Within one (1) month of ratification by all parties to this agreement, contracts shall be posted on the District website.

ARTICLE XXIX: SCHOOL CALENDAR COMMITTEE

The Association shall be represented on the School Calendar Committee by no fewer than four (4) representatives selected by the Association President. The Committee shall make recommendations to the Superintendent regarding school and work calendars. The Parties acknowledge that for the 2023-2024 School Year and later, the District retains the right to add student days to the calendar. This right will not abridge the right of the Association to impact bargain any changes that result from a change to the student calendar, nor the representation of the Association on the District Calendar Committee.

29.1 Early Release Days

When an early release day is included on the employee work calendar, support staff shall participate in professional learning or any essential duty and responsibility from the job description as directed by the principal/supervisor. The use of personal time will not be approved on identified early release professional learning days.

ARTICLE XXX: NEGOTIATIONS

30.1 Ground Rules

The following ground rules shall govern all negotiations under this contract during its term:

30.1.1 Selection of Teams

Each party shall select its own team members, and each team shall possess all authority necessary to propose, counter propose, and tentatively agree to proposals or counterproposals subject to final ratification by the Board or Association membership as is applicable.

30.1.2 Time of Next Meeting

At each meeting the time and date of the next meeting will be determined. Location: The location for negotiating sessions shall be mutually determined by the parties.

30.1.3 Tentative Agreement

All tentative agreements reached shall be reduced to writing, initialed by each Chief Negotiator or a designee, and each party shall have a copy of each initialed agreement when said agreement is made.

30.2 Permissive Reopening

Either party may ask to reopen negotiations at any time on any item, but negotiations shall only be reopened by mutual agreement and then only on those subjects that are mutually agreed.

30.3 Scheduled Reopening

Negotiations shall be reopened annually at the request of the Association, not sooner than March 1st of each year, except as mutually agreed. Negotiations will be limited to changes in wages, benefits, and four (4) non-monetary issues from both parties. The parties may bargain any items mutually agreed upon.

30.4 Severability Clause Reopening

Negotiations may also be reopened as provided in Article XXXI, Severability.

ARTICLE XXXI: SEVERABILITY

If any provision of this contract is rendered illegal, unenforceable, or invalid by a decision of a court or of the Public Employees Relations Commission, or if any provision of this contract is in conflict with any law presently existing or hereafter enacted, such provision shall be deleted. The remainder of the contract shall not be affected but shall remain in full force and effect. The parties will meet at the request of either of them in order to negotiate any changes made necessary by the decisions or legislation referenced above. The District and the Association will attempt to resolve all identified conflicts within ninety (90) calendar days of their identification.

ARTICLE XXXII: ZIPPER CLAUSE

The Board and the Association acknowledge that during the negotiations which resulted in this contract each had the right and opportunity to make proposals with respect to salaries, hours, and terms and conditions of employment, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. The Board and the Association for the life of this contract voluntarily and without qualifications waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this contract unless otherwise specified herein. This contract supersedes and cancels all previous written agreements based on alleged past practices between the Board and Association and constitutes the entire written contract between the parties. Agreement has been reached between the parties hereto including formal ratification of the terms herein by the Board, by the bargaining unit employees, and by the Association.

ARTICLE XXXIII: TERM OF **CONTRACT**

This contract shall be in effect from July 1, 2026 through June 30, 2028.

For the CCSPA

Jonathan Tuttle
Printed Name

Chief Negotiator
Title

7/15/26
Date

For the District

Adrienne McElroy
Printed Name

Assistant Superintendent
Title

7/15/2026
Date

APPENDIX A: Vacancy Interview Forms

CLASSIFIED EMPLOYEE SCREENING TOOL

APPLICANT NAME	POSITION
Internal Applicant Y/N	
Minimum or Preferred Qualifications Met from Job Description	

Scoring Rubric:
5 = Extremely Competent/Professional
4 = Very Competent/Professional
3 = Competent/Professional
2= Less Than Competent/Professional
1= Much Less than Competent/Professional
0= Not Present/Not Applicable

WORK HISTORY - Each Section Below Maximum of 5 Points	
Employment History	
Recommendations/Evaluations	
Recommendation from Current Supervisor	
Other Information in Personnel File Applicable for the Positon	
TOTAL WORK HISTORY (MAXIMUM OF 20 POINTS)	

SIGNATURE OF SCREENER	DATE
SELECTED FOR INTERVIEW	

NOTES

CLASSIFIED EMPLOYEE RATING SHEET

APPLICANT NAME	POSITION
WORK HISTORY (from Screening Tool). MAX 20	
FORMER SURPLUS EMPLOYEE WITHIN JOB CLASSIFICATION IS AWARDED AN ADDITIONAL 5 POINTS	
INTERVIEW. MAX 35	
YEARS OF CURRENT EXPERIENCE WITH CCPS. MAX 25	
NECESSARY SKILLS, ABILITIES, EDUCATION, LICENSING AS MAY APPLY (List Rubric Items Below - Must be consistent with all interviewees). MAX 15	
SUBTOTAL (out of 100 pts)	
VETERAN'S PREFERENCE: 20 points- Applicant is a veteran with a service-connected disability, is receiving disability benefits or pension through the Department of Veterans Affairs, or is the spouse of a fully-disabled veteran, or is the spouse of a veteran declared "missing in action," "captured in the line of duty," or "forcibly detained or interned in the line of duty." 295.07, F.S	
VETERAN'S PREFERENCE:15 points- Applicant is a wartime veteran who has served at least one day in a campaign for which a campaign badge has been authorized or one of the other specified periods of wartime service, the un-remarried widow or widower of a veteran who died of a service-connected disability, or the mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions. 295.07, F.S	
VETERAN'S PREFERENCE: 10 points- Applicant is a veteran not eligible under the 15- or 20-point categories or is a member of the reserves for any branch of the United States Armed Forces or the Florida National Guard. 295.07, F.S	
TOTAL POINTS (up to 120 points)	
SIGNATURE OF SCREENER	DATE
OFFERED POSITION	
NOTES	

Revised 5/1/2023

APPENDIX B: Grievance Form

Grievance Form

To be completed by the grievant

Grievant information		Association Representative:	
Employee name		Employee ID	
Job title		Department	
Supervisor		Date	

Grievance Details:	Informal ☐ Level One ☐ Level Two ☐ Level Three ☐		
Date, time, and location of the incident			
Witnesses (if applicable)			
Description of the incident	[Describe the incident in detail. Include the names of individuals involved, if applicable.]		
Violations of policies/guidelines	[List policies and guidelines that you believe have been violated during the incident.]		
Has this grievance been discussed with your direct supervisor?	☐ Yes	☐ No	☐ Other, please specify:

Proposed grievance resolution
[How would you like this matter resolved?]

Employee signature	

Received by	
Name	
Date	
Signature	

The grievant shall submit one copy at each step to the Superintendent, Assistant Superintendent of HR, and the Association President.

APPENDIX C: SEAP Template

SEAP Meeting-

Date:

School:

In attendance:

Task/Job Duty	Current Observed Outcomes	Desired Outcomes	Measured By	Dates for Review
More practice needed in phone operation, computer systems, walkie usage and front door operation				
More practice with staff and student name usage				
Stricter adherence to entry procedures & student contact permissions				
Sensitivity to information relayed over walkies. Adherence to confidentiality and access to student information				

Review of Past Meetings/Conversations -