Collective Bargaining Agreement

between the

Collier County Association of Educational Office and Classroom Assistant Personnel (CCAEOCAP)

and the

District School Board of Collier County

JULY 1, 2024 –JUNE 30, 2027

Revisions for 2025-2026*

*Revised to reflect changes approved by board on January 20,2026, which have an effective date of July 1, 2025

THE DISTRICT SCHOOL BOARD OF COLLIER COUNTY, FLORIDA

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District II STEPHANIE LUCARELLI

District III KELLY MASON, CHAIR

District IV ERICK CARTER

District V TIM MOSHIER

DR. LESLIE RICCIARDELLI
Superintendent

The School District's 2024 Collective Bargaining Team

VALERIE WENRICH, Chief Human Resources Officer
DR. ELIZABETH ALVES, Chief Academic Officer
DARREN BURKETT, Deputy Superintendent
JOHN ANTONNACI, Chief Finance Officer
ANDREW BROWN, Senior Director Human Resources/Chief Negotiator
JOHN BREAULT, Senior Director Talent Management
JOE MIKULSKI, Principal/Golden Gate High School
MELISSA KUK, Principal/North Naples Middle School
KELLY ZWACK, Principal/Corkscrew Elementary

THE COLLIER COUNTY ASSOCIATION of EDUCATIONAL OFFICE and CLASSROOM ASSISTANT PERSONNEL (CCAEOCAP)

CONNIE STEED, President, Pelican Marsh Elementary

MAUREEN HUGHES, Vice President, Naples

CLIFONIA HOLMES, Vice President, Immokalee/Everglades

CCAEOCAP's 2024 Collective Bargaining Team

Connie Steed, OCAP President, Pelican Marsh Elementary

Gina Lopez-Ricci, Chief Negotiator, Golden Gate High

Maureen Hughes, Corkscrew Middle

Clifonia Holmes, Lake Trafford Elementary

Joe Alberts, Cypress Palm Middle School

Crystal Frances, Naples Park Elementary

Lyle Farmar, Director CCAEOCAP

Kelly MacDonald, Poinciana Elementary

Melisa Watson, Naples Park Elementary

Esmond Lewis, Director CCAEOCAP

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Article I. RECOGNITION/DEFINITIONS

Section 1.01 The BOARD recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative for all EMPLOYEES in the classifications listed in Section 1.02.

Section 1.02 Such classifications include:

Assistant
Bookkeeper
Clerk
Computer Operator
Family Service Worker
Health Service Worker
Interpreter
Job Coach
Paraprofessional
Proctor
Receptionist
Liaison
Secretary
Tutor

Section 1.03 The following terms used within this Agreement shall have the following meaning:

(a) "EMPLOYEE(S)" shall refer to any personnel of the School Board of Collier County, Florida, in the classifications listed in 1.02 of this Agreement who are regularly scheduled for a minimum of 20 hours per week.

(b) "BOARD" shall refer to the School Board of Collier County, Florida.

(c) "ASSOCIATION" shall refer to the Collier County Association of Educational Office and Classroom Assistant Personnel, the exclusive representative of those EMPLOYEES in the classifications listed in 1.02.

(d) "SUPERINTENDENT" shall refer to the chief executive officer and secretary of the School Board of Collier County, Florida, who has the responsibility for the execution of all rules and regulations of the BOARD and administering the public schools of Collier County.

(e) "SUPERVISOR" shall refer to the immediate supervisor of the EMPLOYEE.

(f) "SUBSTITUTE EMPLOYEE" shall refer to an individual hired on a temporary basis not to exceed six continuous calendar months to fill a position temporarily vacated by a regular EMPLOYEE. SUBSTITUTE EMPLOYEES are specifically excluded from the bargaining unit.

(g) "LIGHT DUTY" shall refer to a temporary assignment given to an EMPLOYEE who is on Worker's Compensation. The assignment shall not extend beyond ninety (90) days without an administrative review of the EMPLOYEE having reached maximum medical improvement. LIGHT DUTY positions shall be in addition to current CCAEOCAP allocations, not in place of them.

(h) “One-Year Contract Employee” shall refer to an individual hired on a temporary basis not to extend beyond a single fiscal year. These Employees are included within this bargaining unit but are exempt from the rights of continuing employment beyond their current con- tract period. The vast majority of CCAEOCAP classified Employees would not fall under one-year contracts. Examples of One-Year Contract include: those funded with School Recognition funds, one year only competitive grants, or those funded to mitigate one-time issues such as the 2005-2006 seven credit year schedule for High School.

Article II. NEGOTIATION PROCEDURES

Section 2.01 Full and Entire Agreement: It is understood and agreed by both parties that this contract represents their full and entire agreement. It may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

Section 2.02 Board Policies: Any provision of BOARD policy that is in force and effect on the day this Agreement is signed, and which is NOT by specific reference made a part of this Agreement, may be amended unilaterally by the BOARD in the manner provided for in the Official Policy Manual of the BOARD.

Section 2.03 Authority and Power to Negotiate: The parties agree that their representatives shall have the authority and power to negotiate. Upon completion of these negotiations, the tentative agreements signed by the representatives designated by each party shall be supported by the respective representatives throughout the ratification process. Ratification by a majority of the BOARD and a majority of the membership of the ASSOCIATION voting shall be required before the Agreement is binding on the parties.

Section 2.04 Impasse: In the event that either or both of the parties, during the course of negotiations, make a written declaration that an impasse exists; the parties agree that such declared impasse shall follow the steps as set forth in Florida Statute 447.403.

Section 2.05 Successor Agreement:

(a) Negotiations on a successor agreement shall commence no later than April 1, 2027.

(b) Negotiations on Article 12 (including its referenced appendices) and, at the discretion of either party, one (1) article selected by either party shall commence no later than the first day of April prior to the end of each of the first two fiscal years upon written notification to the other party.

Article III. ASSOCIATION AND EMPLOYEE RIGHTS

Section 3.01 Use of School District Property: The ASSOCIATION shall be permitted use of school centers or work centers after the official workday with prior approval of the Principal or SUPERVISOR.

(a) The ASSOCIATION shall initiate a Facilities Lease Agreement and reimburse the BOARD at an appropriate rate as determined by BOARD policy for the use of the facilities for any meetings which are thirty (30) minutes or longer in duration.

(b) No EMPLOYEE shall be excused from his/her work schedule to attend ASSOCIATION meetings or ASSOCIATION associated activities.

(c) This section shall not apply to EMPLOYEES granted ASSOCIATION LEAVE.

Section 3.02 Bulletin Boards: The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on appropriate and specifically assigned bulletin board space. Bulletin board space shall be provided in each school and work center.

(a) Posting and/or Distribution of ASSOCIATION Materials:

(i) ASSOCIATION representatives shall have the right to use existing school site facilities for distribution of communications to members of the ASSOCIATION. A complimentary copy of all items distributed by the ASSOCIATION shall be provided to the Principal and/or SUPERVISOR at the site of posting or distribution.

(ii) The ASSOCIATION is responsible for posting and removing material on its bulletin board space and for maintaining such boards in an orderly condition.

(iii) A complimentary copy of all items distributed on a district-wide basis by the ASSOCIATION shall be provided to the Office of the SUPERINTENDENT at the time of distribution.

(b) Derogatory and/or Inappropriate Materials: Inappropriate or derogatory materials, including, but not limited to, materials that cause personal embarrassment, construed as personal attacks on any individual, that could promote a hostile work environment, etc. shall not be posted or distributed on school district property. The Association shall remove such materials once it is brought to their attention.

Section 3.03 Faculty Advisory Council (FAC): A representative at each school site shall have the right to serve on the Faculty Advisory Council (FAC). One (1) EMPLOYEE from the CCAEOCAP Bargaining unit shall be elected by the bargaining unit members at the school to serve on the FAC. The principal and/or a member of the faculty shall announce the need for members. The principal shall not be held responsible if no EMPLOYEES volunteer to serve.

Section 3.04 Official Business: Duly authorized representatives of the ASSOCIATION shall be permitted to transact official ASSOCIATION business on BOARD property prior to or after the conclusion of the EMPLOYEE's workday, provided that this shall not interfere with or disrupt normal school operations.

(a) A current list of duly authorized representatives of the ASSOCIATION shall be provided to the Office of the SUPERINTENDENT upon request.

(b) Said duly authorized representatives shall be limited to officers or staff agents of the ASSOCIATION and its affiliate.

Section 3.05 Information Requests:

(a) The BOARD agrees to furnish or provide the website address to the ASSOCIATION, in response to written requests, the following provided the request is submitted to the Office of the SUPERINTENDENT:

(i) Personnel directory

(ii) Policy manual and changes

(iii) Budget proposals

(iv) Annual financial statement

(v) Scattergram

(vi) Salary data for BOARD EMPLOYEES (All reasonable costs incurred to produce this material shall be paid by the ASSOCIATION.)

(vii) Schedule of holidays and pay periods

(viii) Agendas and approved BOARD minutes

(b) The ASSOCIATION shall reimburse the BOARD at an appropriate rate as determined by BOARD Policy.

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

Section 3.06 Salary Deductions:

(a) Upon receipt of the proper written authorization from the EMPLOYEE, the BOARD agrees to and shall deduct from the salary due such EMPLOYEE:

(i) Dues and uniform assessments in accordance with F.S. 447.303

(ii) Mutually approved group insurance plans

(iii) BOARD approved income-sheltered programs

(iv) Suncoast Schools Federal Credit Union

(v) United Way

(vi) Florida Pre-Paid College Program for EMPLOYEES' dependent children

1) Subject to a minimum of 50 employees District-wide participating in Florida Pre-Paid College Program at all times for this program to be implemented and continued.

(b) The number and period of deductions for dues and uniform assessments shall be mutually agreed to between the ASSOCIATION and the SUPERINTENDENT or his/her designee. Such monies shall be remitted to the proper recipient(s) thereof.

Section 3.07 Non-Discrimination: The provisions of the Agreement shall be applied by the BOARD and the ASSOCIATION without regard to race, creed, color, religion, national origin, age, sex, marital status, or handicapping conditions.

Section 3.08 Personnel Files: The EMPLOYEE's personnel file shall be maintained by the SUPERINTENDENT or his/her designee, and EMPLOYEES shall have the right to examine and obtain copies of any material in their personnel files.

Section 3.09 Representation: When a conference is held primarily for the purpose of EMPLOYEE discipline, the EMPLOYEE shall have the right to the presence of a union representative witness of his/her choosing. The EMPLOYEE may request and be granted a delay of 48 hours for said meeting except in the case of an emergency. The EMPLOYEE shall be given prior written notice of the reason of such meetings. Any verbal or written reprimand or other disciplinary action of an EMPLOYEE shall be conducted in private in a professional manner. For purposes of this provision, discipline includes verbal or written reprimand or a recommendation for suspension or termination.

Section 3.10 Harassment: Any incident of harassment upon an EMPLOYEE by an administrator shall be grounds for a formal grievance in accordance with Article 9 (grievance procedure) and shall not proceed beyond a Level II grievance. Final responses to the Level II disposition shall not be required.

Section 3.11 Admission to School Sponsored Events: EMPLOYEES shall be entitled to free admission to school sponsored athletic events within the Collier County School District which are below the tournament level. The EMPLOYEE shall be responsible for providing proper identification in order to gain admission.

Section 3.12 Damage to Vehicles and Personal Property:

(a) Damage to Personal Vehicles:

(i) An EMPLOYEE may request reimbursement for damage to his/her/her vehicle. Such damage must be the results of an illegal action against an EMPLOYEE while s/he is engaged in the performance of his/her/her school district duties.

(ii) The EMPLOYEE must file a sworn complaint with the appropriate authorities (e.g., CCSO, Naples Police Dept., etc.) and notify the district's Human Resources Office within two (2) business days of the alleged damage(s).

(iii) An EMPLOYEE may request reimbursement for damage to his/her/her vehicle up to a maximum of $500 toward the EMPLOYEE's personal auto deductible only if it is proven that damage to his/her/her auto:

1) occurred on school property;

2) was a result of student vandalism; and

3) occurred when the EMPLOYEE was working in an official capacity.

(b) Damage or Destruction of Personal Property:

(i) An EMPLOYEE shall be reimbursed for damage or destruction of personal property resulting directly from an illegal action against an EMPLOYEE while engaged in the performance of his/her/her duties under the following conditions:

1) The amount of the claim/reimbursement shall not exceed $200;

2) Filing a claim:

a) The employee must submit appropriate proof, whether in the form of a sworn witness statement or otherwise.

b) The report of the claim must be submitted within two (2) business days.

c) All matters of proof shall be submitted within seven (7) business days.

d) All such claim documents shall be submitted to the Human Resources Department.

(ii) The granting or denial of the EMPLOYEE's request shall be at the discretion of the Superintendent or his/her/her designee and not subject to the provisions of the grievance procedure.

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

Article IV. WORKING CONDITIONS

Section 4.01 Health and Safety:

(a) The BOARD and each EMPLOYEE shall be subject to the provisions of the Workers Compensation Section of Florida Statutes in providing for a safe working environment for all EMPLOYEES.

(b) Any EMPLOYEE who first has reported to his/her SUPERVISOR any claim of an unhealthy or hazardous condition may submit such claim through the ASSOCIATION to the SUPERINTENDENT for his/her review.

(c) EMPLOYEES who may be at risk for exposure to blood borne pathogens will be provided with the required training and materials to deal with such circumstances in keeping with BOARD policy.

Section 4.02 Normal Work Week: The normal work week for regular full-time, educational, office and classroom assistant EMPLOYEES shall consist of 40 hours.

(a) The SUPERINTENDENT, or his/her designee, may direct EMPLOYEES to work overtime when necessary. If EMPLOYEES are directed to work overtime, they shall be compensated at the rate of time-and-one-half (1-1/2) of their normal hourly rate for all time worked beyond forty (40) hours per week.

(b) EMPLOYEES shall not be directed to work more than twelve (12) hours on any regular workday or more than sixty (60) hours for any one week. However, EMPLOYEES are free to accept overtime work beyond the hourly limits set forth herein. The SUPERVISOR shall consider personal hardship of individual EMPLOYEES in requiring overtime work.

(c) All regular full-time EMPLOYEES shall receive a duty-free, paid, consecutive thirty (30) minute lunch period each workday. On occasion, circumstances may require a deviation from the "duty-free" concept. If an EMPLOYEE is directed to work during their duty-free lunch period, the employee shall receive flextime or compensatory time as authorized in Sections 4.10 and 4.11.

(d) All regular full-time EMPLOYEES shall receive not less than fifteen (15) minutes of break time daily to be scheduled at the discretion of the SUPERVISOR. Extenuating circumstances occasionally may require the SUPERVISOR to cancel breaks. EMPLOYEES working a forty (40) hour week over a four (4) day period (4 – 10-hour workdays) shall receive an additional fifteen (15) minutes of break time each day.

(e) EMPLOYEES will be given a reasonable amount of time to get from one duty to the next during the day.

Section 4.03 Established Work Hours: Working hours shall be established by the SUPERINTENDENT or his/her designee.

Section 4.04 Employees Assigned to Work Temporarily in a Higher Salary Range:
EMPLOYEES assigned in writing by their immediate SUPERVISOR to replace an EMPLOYEE during any one school year in a job title higher than their respective salary range within the bargaining unit will be compensated at the Employee Temporary Assignment Stipend for each hour worked (see Appendix A). The additional compensation shall be paid on the next payroll date.

In the event an EMPLOYEE is directed to actively supervise a class due to the unavailability of an instructional employee, such supervision shall not exceed the length of one (1) class period of 50 minutes per day and the EMPLOYEE shall not be required to perform any instructional tasks.

Section 4.05 Work Outside of Normal Workday or Contract Year: EMPLOYEES will not be directed to perform duties after the normal workday or contract year without compensation as set forth in this Agreement. Extra-duty assignments may be offered to EMPLOYEES at the discretion of the immediate SUPERVISOR.

Section 4.06 Job Descriptions: Job descriptions will be maintained electronically by the District's Human Resources Division and will be available on-line to all EMPLOYEES. Proposed bargaining unit job descriptions, additions and revisions shall be forwarded to the ASSOCIATION for its review and input prior to publication.

Section 4.07 Calendar: The Official School Work Calendar will be made available on-line to all EMPLOYEES prior to June 1 for the subsequent school year.

Section 4.08 Notification of Change in Employee's Workday, Contract Days, or Elimination of Position:

(a) The ASSOCIATION and each affected EMPLOYEE shall be given written notification not less than thirty (30) calendar days prior to the BOARD's meeting to take action to reduce the length of the EMPLOYEE's workday, the number of contract days or the elimination or change of an EMPLOYEE's assigned position or job title.

(b) In the event it is necessary to reduce the number of days or daily hours of one or more employees, the administration will do so in a fair and equitable manner. Consideration will be given to the needs of the students, the needs of the District, training and skills, performance evaluations, and seniority.

Section 4.09 Summer School Employment:

(a) Selection Criteria for Appointment to Summer School Positions:

(i) EMPLOYEES with less than three contract years of full-time service with CCPS would NOT be considered for summer school employment except in such situations where not appropriately certificated or qualified candidates with at least three years of full-time CCPS service had applied.

(ii) EMPLOYEES may apply for summer school positions that they currently hold or for a position in which they have a minimum of one (1) year's prior experience.

(iii) Following adherence to Subsection i and ii-above, EMPLOYEES shall be given priority consideration for appointment to summer school positions consistent with the needs of the District. Such priority consideration may be set aside in order to provide the District the opportunity to assure that the staffing of all summer school positions initially has provided equitable assignment of minority applicants and fairly represents schools throughout the district.

(iv) The special requirements for meeting the needs of Exceptional Student Education, when necessary, may take precedence to the criteria listed above.

(b) Summer School Employment Benefits: EMPLOYEES assigned to the BOARD'S summer school program shall be entitled to the following benefits:

(i) EMPLOYEES working at least a 6-hour day in the summer school program shall receive a 30-minute paid lunch as a part of their regular workday.

(ii) Each EMPLOYEE who is scheduled to work at least one-half of the summer school program shall earn two (2) days of paid sick leave at the conclusion of the first day the EMPLOYEE actually works in summer school. However, no EMPLOYEE shall earn more than twelve (12) days of sick leave in a fiscal year. Such sick leave shall be cumulative from summer school to the regular school year. Sick leave earned during the EMPLOYEE's regular contract period may not be used during summer school. A day of sick leave is defined as the number of hours regularly scheduled to be worked per day in summer school. Any EMPLOYEE who works less than one-half of the summer school program will not earn leave.

(iii) Each EMPLOYEE shall be entitled to one (1) day personal leave from the two (2) days of sick leave posted in Subsection ii-above. Such personal leave shall be charged against the sick days earned for summer school and is noncumulative. However, no EMPLOYEE may utilize more than six (6) days of personal leave in a fiscal year.

(iv) Other types of leaves permitted in the summer school program are Jury Duty, Illness-in-Line-of-Duty, and ASSOCIATION Leave. ASSOCIATION Leave shall be at the discretion of the EMPLOYEE's SUPERVISOR.

Section 4.10 Employee's Request to Temporarily Change Work Hours: An EMPLOYEE may request in advance to deviate from his/her normal daily work schedule by up to sixty (60) minutes. If said option is approved by the immediate SUPERVISOR, the time shall be made up during the same work week at a time determined by the SUPERVISOR.

Section 4.11 Compensatory Time: All EMPLOYEES are eligible for Compensatory Time. Compensatory Time will be utilized only in those instances when the flex-time provisions of Article 4.10 will not meet the needs of the district. All compensatory time records will comply with the provisions of the Fair Labor Standards Act. In addition, all recorded compensatory time will be either exhausted or paid at the conclusion of each fiscal year.

Section 4.12 When the need for coverage of the Health Clinic occurs, it will be assigned on a voluntary basis first and then on a rotational basis as determined by the Principal.
EMPLOYEES shall not be liable for civil damages as a result of the administration of medication as provided in BOARD policy.

Section 4.13 The Elementary School Principal or his/her/her designee shall meet with at least two (2) EMPLOYEES twice, no later than two weeks prior to the last student day of the school year to solicit input and provide feedback on the development of the schedule for student supervision at recess and lunch for the subsequent school year. The length of outdoor recess supervision shall not exceed 30 consecutive minutes, followed by a minimum of ten (10) minutes of indoor duty unless EMPLOYEES agree to an extended length of outdoor recess supervision. EMPLOYEES will be trained within two (2) weeks of the start of the school year to be aware of the signs, symptoms, and treatment procedures for heat- related illnesses.

Section 4.14 EMPLOYEES shall have the right to have their child/children attend their worksite when deemed appropriate to meet their child/children's needs. EMPLOYEES shall receive priority consideration for their child/children to attend the worksites at alternate school levels (elementary, middle, high) within their worksite feeder pattern. EMPLOYEES shall have the right to appeal the decision to an appeal panel designated by the Superintendent by presenting a justification of unusual hardship or disservice to the child should the decision remain. The appeal panel shall consist of at least

two (2) persons designated by the Superintendent. The decision of the Superintendent's panel shall be final.

Article V. ASSESSMENT

Section 5.01 Required Annual Assessment: Within the first thirty (30) calendar days of the school year, or within thirty (30) calendar days of being hired in the case of new EMPLOYEES, EMPLOYEES shall be fully informed of the assessment criteria and procedures, including the EMPLOYEES' right to respond, in the context of an orientation session designed for this purpose. Orientation session(s) may be conducted by the EVALUATOR or other designated Administrator. The CCAEOCAP Assessment Form shall be reviewed at the orientation session(s). Each EMPLOYEE shall receive a written assessment from his/her EVALUATOR at least once each year. Such assessment is to be completed not less than fifteen (15) calendar days prior to the expiration of his/her current contract year. If assessment is not completed by the EVALUATOR at least fifteen (15) days prior to the expiration of the EMPLOYEE's current contract year, the EMPLOYEE is entitled to request that all indicators on the assessment are rated as nothing less than meeting expectations and the assessment will be written accordingly. Probationary EMPLOYEES shall be assessed at least once within the first four months of their probationary period.

Section 5.02 Employee's Right to Respond: Any EMPLOYEE shall have the right to respond in writing to assessment forms or memorandums of any area of proper concern placed in his/her personnel file and to submit additional information pertinent to the assessment to be placed in the file. Such written response or additional information shall be submitted by the EMPLOYEE within ten (10) working days of his/her receiving a copy of the assessment form.

Section 5.03 Employee to Receive Copy of Assessment: Each EMPLOYEE shall be given a copy of any assessment document at the time it is placed in the EMPLOYEE's personnel file.

Section 5.04 Value of Assessments: The parties recognize that the significance and value of assessment is to assure that there are both a procedure for determining levels of performance and a process for assisting in the progress and success of all EMPLOYEES. Although the assessment procedure is a function of management, it is also a proper concern of EMPLOYEES.

Section 5.05 Employee Recommended for Termination: Any EMPLOYEE being recommended for termination based on charges of incompetency shall have received at least two (2) written assessments not less than thirty (30) calendar days between each assessment.

Section 5.06 Discussion of Draft Assessment: Prior to the finalization of a written assessment, the EMPLOYEE shall be provided the opportunity to discuss the assessment draft with the evaluator. It is the responsibility of the evaluator to inform the EMPLOYEE of the data upon which his/her assessment is based.

Article VI. REDUCTION IN FORCE/SENIORITY

Section 6.01 In the event it is necessary to have a reduction in force ("RIF") the SUPERINTENDENT, in accordance with the provisions set forth in this article, shall determine which EMPLOYEES are to be retained. In the event of a RIF, the order of reduction shall be as follows:

(a) Probationary EMPLOYEES shall be RIF'd. The probationary period shall be six (6) months for any position held.

(b) Non-probationary EMPLOYEES shall be RIF'd after all probationary EMPLOYEES have been RIF'd. EMPLOYEES shall be RIF'd by using the criteria below:

(i) EMPLOYEES shall be RIF'd by job title (referenced on salary schedule in Appendix A) within the same classification (referenced in Article 1.02).

(ii) Seniority: While seniority will be used during a RIF, there will be situations where the needs of the students come first.

1) BOARD seniority shall be defined as the total length of continuous service with the School Board of Collier County within this bargaining unit. Seniority shall be district wide.

a) Approved leaves and RIFs of one year or less shall not be considered an interruption of continuous service.

2) In the event that two or more EMPLOYEES are, in the judgment of the SUPERINTENDENT, equal on the basis of the needs of the school system, performance evaluations and training, then the least senior EMPLOYEE shall be RIF'd first.

Section 6.02 Termination of Salary & Benefits: It is further agreed that any RIF pursuant to this Article automatically shall terminate the individual employment of all RIF'd EMPLOYEES and shall suspend, for the duration of the RIF, the BOARD'S obligation to pay salary or benefits under this Agreement.

Section 6.03 Right to Return to Previous Job: When a non-probationary EMPLOYEE has been promoted or reassigned to another position in the unit and when the EMPLOYEE's new job title is subject to a RIF, upon request, the EMPLOYEE shall be placed in his/her prior immediate job title for the purpose of implementing this Section. Said EMPLOYEE must make the request in writing to the Superintendent within ten (10) calendar days of notification that the EMPLOYEE's position is subject to RIF. The notification date shall be the date of postmark of the notification to the EMPLOYEE. The date of request shall be the date of postmark of the request to the district.

Section 6.04 Notice of RIF: EMPLOYEES shall be given twenty-one (21) calendar days' notice prior to the BOARD taking action on the recommendation of the Superintendent. The ASSOCIATION shall be given written notification of any anticipated RIF.

Section 6.05 Recall:

(a) Any EMPLOYEE on a RIF shall be recalled to a vacancy within his/her/her classification by job title in inverse order of RIF provided s/he is qualified for the vacancy as determined by the SUPERINTENDENT.

(b) An EMPLOYEE who accepts a position outside his/her job title shall retain his/her position on the recall list for one year from the date of the RIF.

(c) It is the EMPLOYEE's responsibility to ensure their active, working telephone number, current mailing address and valid email address (if available) is on file with the Human Resources Office. An EMPLOYEE's failure to respond affirmatively within ten (10) calendar days from dispatch of the Employer's letter sent by certified mail to the EMPLOYEE's address on file in the Human Resources Office shall result in termination of the EMPLOYEE's rights of recall.

Section 6.06 Loss of Seniority and Recall Rights: EMPLOYEES separated from the District as a result of the RIF shall lose their seniority and recall rights as a result of the following:

(a) Termination

(b) Retirement

(c) Resignation

(d) RIF exceeding one (1) year

(e) Failure to report to the Human Resources Office his/her/her intention of returning to work within ten (10) days of dispatch of a certified letter notifying the EMPLOYEE of recall.

(f) Failure to report to the job after the ten-day period in Subsection (e)-above and/or at the end of approved leave within time limits prescribed.

Article VII. SUSPENSION AND TERMINATION

Section 7.01 Probationary EMPLOYEES:

(a) New EMPLOYEES hired in the unit shall be considered as probationary EMPLOYEES. The length of the probationary period shall be six (6) months for any position held. At the completion of the probationary period, the EMPLOYEE shall have earned seniority rights. There shall be no seniority rights among probationary EMPLOYEES. Leave days (excluding paid sick leave days) shall not be counted toward the fulfillment of completing the probationary period.

(b) The SUPERINTENDENT, acting as an agent of the BOARD, shall have the right to discipline probationary EMPLOYEES covered under this Agreement, including reprimands and suspension. The BOARD has the right to terminate any probationary EMPLOYEE upon recommendation of the SUPERINTENDENT.

Section 7.02 Non-Probationary EMPLOYEES:

(a) Non-probationary EMPLOYEES reduced in rank or compensation, reprimanded, suspended without pay, or terminated shall be given the reason(s) therefore in writing within 45 days exclusive of the summer vacation period, of the DISTRICT becoming aware of the facts reflected in the written document. The grounds for suspension or termination of an EMPLOYEE shall be:

(i) Absent without leave

(ii) Drunkenness

(iii) Immorality

(iv) Misconduct on the job

(v) Incompetency

(vi) Insubordination

(vii) Willful neglect of duty

(viii) Excessive tardiness and/or excessive absenteeism

(ix) Conviction of any crime involving moral turpitude

(x) Use, possession, sale, or intention to sell illegal narcotics and/or paraphernalia

(xi) Mislabeling or counterfeiting--attempting to sell any substance in lieu of a con- trolled substance

(xii) Failure to get along with fellow EMPLOYEES to the extent as to decrease the efficiency or well-being of the people the EMPLOYEE is hired to work with

(xiii) Any other just cause

(b) Non-probationary EMPLOYEES, within three (3) workdays of being recommended for suspension without pay or recommended for termination by the SUPERINTENDENT, shall receive written notification of his/her decision. Such notification shall state the reason(s) for and the specific date(s) of the recommended suspension without pay or recommended termination.

(c) Non-probationary EMPLOYEES who wish to file a grievance based upon suspension or termination may use the grievance procedure set forth in Article IX with the following exceptions:

(i) The grievance shall be submitted in writing to the SUPERINTENDENT directly, and the processing of such grievance shall be commenced at Level II.

(ii) The grievance must be presented within seven (7) working days of the date on which the EMPLOYEE received written notification of his/her suspension or termination.

(d) Non-probationary EMPLOYEES who are reinstated after suspension or termination which has been deemed improper shall be returned to work within the same job classification without loss of seniority rights and with full back pay less deduction of other earnings for the period in question from employment pursued in place of employment with the BOARD.

(e) Notification regarding Suspension and/or Termination: The district will simultaneously notify the union office in writing (e-mail acceptable) on any case regarding suspension and/or termination.

Article VIII. PROMOTION/TRANSFER

Section 8.01 Definitions:

(a) The term "promotion" as used in this Article means the advancement or reassignment of an EMPLOYEE to a higher salary range within the bargaining unit.

(b) The term "transfer" as used in this Article shall mean the reassignment of an EMPLOYEE to a different work site or position within the bargaining unit.

Section 8.02 Posting Requirements:

(a) Except for the period of time between two (2) weeks prior to the first student day and Labor Day, vacancies shall be posted on the District's official website, not less than four (4) calendar days prior to action by the superintendent or BOARD to fill such position(s). All vacancies shall be posted.

(b) EMPLOYEES applying for a transfer or promotion for which they are both qualified and eligible shall be granted an interview with the appropriate Principal, Director or designee.

(i) Said interviews shall be granted unless the employee has already been interviewed for the same position at that site within the same school year.

(ii) Any EMPLOYEE interviewed will be notified of the decision subsequent to the acceptance and appointment of the successful candidate.

(c) Vacancies which are to be filled as a result of an employee's returning from leave, placement of an involuntary transfer, reclassifications and staff reductions will not be posted.

Section 8.03 Any laid-off EMPLOYEE may file an application with the Executive Director of Human Resources for any position he desires pursuant to Section 8.02 above.

Section 8.04 Two Applicants with Equal Qualifications: If two applicants are considered to have equal qualifications as determined by the SUPERINTENDENT, then if a current EMPLOYEE is one of those two applicants, or if both applicants are current EMPLOYEES, the most senior EMPLOYEE shall fill the vacancy.

Section 8.05 Return to Previous Position: Any EMPLOYEE promoted to a new position as de- fined in Section 8.01 above may be returned to his/her previous position if a vacancy exists if his/her level of performance is unsatisfactory at any time during the probationary period of six (6) months in the new position.

Section 8.06 Involuntary Transfer:

(a) An involuntary transfer is defined as the forced transfer of an EMPLOYEE by the SUPERINTENDENT to a different worksite or position within the same salary range in the bargaining unit.

(b) Any involuntary transfer of an EMPLOYEE shall only be carried out as a result of staffing reallocation or as deemed necessary by the SUPERINTENDENT.

(c) In selecting EMPLOYEES to be transferred involuntarily, the following criteria shall serve as the basis for such decision:

(i) The needs of the students/school system

(ii) Prior experience and training

(iii) District-wide seniority

(iv) The EMPLOYEE's work performance

(d) In implementing an involuntary transfer, the following conditions shall be applicable:

(i) Requested transfers shall be considered prior to implementing an involuntary transfer of an EMPLOYEE.

(ii) The EMPLOYEE involved in the involuntary transfer will receive a five (5) day written notice of the transfer and the EMPLOYEE's contractual rights related to the transfer. The Union will be provided a list of affected EMPLOYEES after the involuntary transfer process is complete. For the purposes of this section, email is considered written notice.

(iii) EMPLOYEES who are subject to an involuntary transfer shall have the first right of refusal to a position in their prior job title at their former work site one (1) year from the date of involuntary transfer.

(iv) EMPLOYEES who are subject to an involuntary transfer may apply for other positions at their former work site. If they have qualifications equal to or better than other applicants, as determined by the SUPERINTENDENT, they shall be appointed to the position.

Article IX. GRIEVANCE PROCEDURE

Section 9.01 Definitions and Terms:

(a) A "Grievance" is any formal claim of an EMPLOYEE by name, or a group of EMPLOYEES by name, affected by the same claim that there presently exists an alleged violation, misinterpretation, or inequitable application of any provision of this Agreement.

(b) A "Grievant" is any individual EMPLOYEE by name, or a group of EMPLOYEES by name, affected by the same claim.

(c) The term "day" when used in this Article shall mean EMPLOYEE workdays. During any EMPLOYEE recess, the term day shall mean weekdays, exclusive of legal holidays.

(d) The term "ASSOCIATION" shall include all authorized officers and members of the Collier County Association of Educational Office and Classroom Assistant Personnel.

(e) The Grievance Form (GF) hereinafter referred to for use in the Grievance Procedure is attached to this Agreement and made a part hereof by this reference.

Section 9.02 Reason for Grievance: The Grievance Procedure is created to secure, at the lowest possible administrative level, a solution to any Grievance after informal attempts to resolve in a satisfactory manner the subject matter of the Grievance have failed. The Grievance Procedure shall be conducted as confidentially as possible.

Section 9.03 EMPLOYEE's Initial Responsibility:

(a) It is the desire and goal of both parties that all matters, which under this Agreement, would be the proper subject matter for a Grievance shall be resolved, if at all possible, without the filing of a formal Grievance; and every reasonable effort shall be used to reach a solution at this level.

(b) In the event that an EMPLOYEE or a group of EMPLOYEES by name believes that there is a basis for a Grievance, he (they) shall, within ten (10) days after the event giving rise to the Grievance, discuss the alleged Grievance privately with his/her (their) SUPERVISOR.

(c) If, after informal discussion with the SUPERVISOR, a Grievance claim still exists, the following formal Grievance Procedure may be invoked.

(d) Should the SUPERVISOR be unavailable for any reason and such unavailability shall continue for two (2) weeks, the SUPERINTENDENT shall name an individual to act on behalf of such SUPERVISOR concerning the matter or shall move the matter to Level II.

Section 9.04 Level I:

(a) The Grievant first shall have followed the preliminary procedure set forth immediately above.

(b) Within five (5) days after the termination of the preliminary procedure, the Grievant shall complete the GF and file the same in quadruplicate with the SUPERVISOR.

(c) Within five (5) days after receipt of the GF, the SUPERVISOR shall meet with the Grievant in an effort to resolve the Grievance.

(d) The SUPERVISOR shall render his/her determination on the GF within five (5) days after the formal meeting with the Grievant. The Grievant then shall respond in one of the two ways provided for on the GF. Acceptance shall close the matter. The four (4) copies the GF shall be distributed as follows: one to the EMPLOYEE, one to the SUPERVISOR, one to the SUPERINTENDENT, and one to the ASSOCIATION.

(e) The Grievance shall be considered waived if not submitted to the SUPERINTENDENT within five (5) days after the decision at Level I.

(f) Written decisions and/or Grievance settlements reached at Level I shall not be precedent in processing other, subsequent Grievances.

Section 9.05 Level II:

(a) If the Grievant is not satisfied with the disposition of the Grievance at Level I, the Grievance shall be submitted to the SUPERINTENDENT within five (5) days. Within ten (10) days of receipt of the Grievance, the SUPERINTENDENT or his/her designee shall meet with the Grievant in an effort to resolve the Grievance. The SUPERINTENDENT shall indicate his/her disposition of the Grievance in writing on the GF within ten (10) days of such meeting and shall furnish a copy thereof to the Grievant.

(b) Failure by the Grievant to take any further action within five (5) days of the SUPERINTENDENT's decision shall constitute a waiver of any further proceedings on this matter.

Section 9.06 Level III:

(a) If the Grievant is NOT satisfied with the disposition of the Grievance at Level II, or if no disposition has been made within ten (10) days after receipt of the appropriate form:

(i) The Grievant may request that the ASSOCIATION submit his/her/her Grievance to arbitration before an impartial arbitrator within ten (10) days thereafter except as hereinafter provided.

(ii) The ASSOCIATION at its option shall give written notice to the American Arbitration Association or the Federal Mediation and Conciliation Service and the SUPERINTENDENT of its intent to proceed through arbitration using the rules of the respective agency.

(iii) The ASSOCIATION must give notice to the latter parties within forty-five (45) calendar days from giving written notice to the SUPERINTENDENT of its intent to proceed to arbitration.

(b) Duties of the Arbitrator:

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

(ii) The hearing examiner shall schedule the time and place of said hearings with due regard for the convenience of the parties or their representatives, the nature of the proceeding, and the public interest.

(iii) Within ten (10) days of the conclusion of the hearing, the hearing examiner shall serve on the parties and file with the SUPERINTENDENT a recommended written order based upon his/her findings of fact.

(iv) Findings of fact shall be confined to material issues of fact presented on the record. The order by the hearing examiner shall be submitted to the BOARD and the ASSOCIATION and shall be final and binding upon both parties.

(v) The hearing examiner shall limit his/her decision to the terms of this Agreement and shall not have the power to add to, subtract from, modify, or alter such terms either directly or by implication.

(c) The original file in all hearings held pursuant to these rules shall be kept by the presiding examiner or delivered by him to the custody of the SUPERINTENDENT and shall contain original copies of all pleadings, notices, motions, orders, reports or other papers or exhibits involved in the proceeding. The file in each case shall be identified by year, number and the name of the hearing examiner designated to preside.

(d) Costs:

(i) The losing party shall be assessed all arbitration costs incurred by both parties in pursuing the Grievance to a final determination. If the hearing examiner determines that there is no prevailing party, said costs shall be divided equally between the parties to the Grievance.

(ii) Arbitration costs for any arbitration in which the ASSOCIATION has not carried the grievance to Level III shall be borne by the Grievant if the Grievant does not prevail. If the arbitrator determines that there is no prevailing party, said costs shall be divided equally between the BOARD and the Grievant.

Section 9.07 Timelines:

(a) Timeliness as an issue may not be raised at an arbitration proceeding if not previously raised at Formal Level II of the Grievance Procedure.

(b) The time limits provided in this Article shall be observed strictly but may be extended by written agreement of the parties.

(c) Failure by the Grievant to submit the Grievance to the next level of the procedure shall constitute acceptance and shall close the matter.

(d) Failure of the BOARD or its representative to take the required action within the time frame provided at any level of the Grievance Procedure shall entitle the Grievant to proceed to the next step of the Grievance Procedure.

(e) The date of disposition shall be the date on which the Principal or SUPERVISOR delivers the disposition to the Grievant or the date of post-mark in those instances in which delivery is by U.S. mail.

Section 9.08 Appearance of Grievant and/or Witnesses:

(a) The Grievant shall be present at all levels of the Grievance Procedure. Whenever illness or other incapacity of an individual Grievant prevents his/her presence at a Grievance hearing, the time limits shall be extended to such time as the Grievant can be present.

(b) When any individual, other than the Grievant, will be unavailable for a Grievance hearing at any level because of serious illness or unavoidable schedule conflict, and the testimony of such

individual is essential for a proper decision at such level; either party may request and shall obtain in writing a time extension not to exceed twenty-one (21) calendar days.

(c) If a hearing is held during work hours of the Grievant or witness whose presence is required, they shall be permitted to attend without loss of compensation. A hearing at Level I or Level II shall be held during work hours only with the consent of the SUPERINTENDENT or his/her designee.

Section 9.09 No Solicitation of Grievance: The ASSOCIATION shall not solicit in any way the filing of Grievances by an EMPLOYEE or group of EMPLOYEES.

Section 9.10 Notice to the Association:

(a) The ASSOCIATION shall be given reasonable notice as to a hearing at any level once a formal Grievance has been filed and shall be entitled to have a representative present at such hearing.

(b) The ASSOCIATION shall be given the opportunity to be present at all Formal Level Grievance Proceedings even if the Grievant does not desire ASSOCIATION representation.

Section 9.11 Other Provisions:

(a) The BOARD and the ASSOCIATION affirm a policy of equal opportunity and non- discrimination.

(b) Any pending formal Grievance Procedure shall survive the termination of this Agreement and shall be completed in accordance with the provisions of this Article.

(c) The Grievance Form (GF) is as set forth in Appendix B, attached to this Agreement and by this reference made a part hereof.

(d) If documentary information regarding Grievances is given to any person outside the school system, a copy of the transmittal letter shall be given to the EMPLOYEE(S).

(e) An EMPLOYEE who participates or intends to participate in any Grievance as described herein shall not be subjected to discipline, reprimand, warning or reprisal because of such participation or intention.

(f) If any EMPLOYEE for whom a Grievance is sustained shall be found to have been unjustly discharged or unjustly denied renewal of his/her contract, he shall be reinstated with full reimbursement of all professional compensation lost. If any EMPLOYEE shall be found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the EMPLOYEE.

(g) A Grievant may withdraw a Grievance without prejudice at any step in the Grievance Procedure by so indicating in writing to the parties of interest.

(h) If a Grievance affects a group of EMPLOYEES in more than one school/work site or is not within the authority of the BOARD or site-based SUPERVISOR to resolve, the ASSOCIATION may submit such Grievance in writing to the SUPERINTENDENT directly, and the processing of such Grievance will commence at Formal Level II. Such Grievance shall be signed by those EMPLOYEES named within the Grievance.

(i) Any EMPLOYEE filing a Grievance as a result of termination shall have the right to pursue the Grievance to the conclusion notwithstanding his/her employment status.

Article X. SICK LEAVE POOL

Pursuant to Section 1012.61(3), F.S., the BOARD agrees to provide a sick leave pool program for the benefit of all District EMPLOYEES as provided in BOARD Policy 3430.07.

Article XI. LEAVE PROVISIONS

Section 11.01 The following types of leave are permitted:

(a) Sick Leave (with compensation)

(b) Jury Duty and Witness Leave (with or without compensation)

(c) Personal Leave (with compensation)

(d) Military Leave (with or without compensation)

(e) Parental Leave (without compensation)

(f) Association Leave (with compensation)

(g) Personal Leave (without compensation)

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

(i) Bereavement Leave

Section 11.02 Sick Leave (with compensation):

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

b) Each EMPLOYEE employed on a full-time basis shall be entitled to four (4) days of sick leave as of the last day of each EMPLOYEE's first full month of employment and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the EMPLOYEE at the end of that month and which shall not be used prior to the time it is earned and credited to the EMPLOYEE. However, the EMPLOYEE shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year, without limit, except that at least one-half of this cumulative leave must be established within the Collier County School System.

c) When requested by the SUPERINTENDENT's district-level designee (i.e., Assistant Superintendent, Executive Director of Human Resources), an EMPLOYEE will be required to submit a physician's certificate to be eligible for sick leave benefits. Such certification shall be at the EMPLOYEE's expense.

d) For the purpose of charging an EMPLOYEE for the use of sick leave, a workday shall be divided into the number of quarter hours the EMPLOYEE is normally assigned. The method of maintaining balances, accruing, and charging sick leave shall be converted from days and/or portions of days to quarter-hour equivalents. Parts of a quarter-hour shall be charged to the closest quarter-hour rounded up. (Example: 10 minutes = quarter-hour; 32 minutes = three

quarter hours.)

Section 11.03 Jury Duty and Witness Leave (with or without compensation):

(a) Jury Duty (with compensation):

(i) In case of jury summons, the EMPLOYEE must report to the court on the appointed day as there is no statutory exemption from jury service. The EMPLOYEE shall present the jury summons to his/her SUPERVISOR and shall submit an application for leave.

(ii) Any EMPLOYEE who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the EMPLOYEE.

(iii) Any EMPLOYEE dismissed from jury duty shall return to his/her work site immediately if, after allowing for normal travel time, the EMPLOYEE has two working hours or more remaining in the day.

(b) Witness leave (with or without compensation):

(i) When court attendance is required for personal litigation, the EMPLOYEE shall not be granted jury duty leave with pay.

(ii) Any EMPLOYEE subpoenaed as a witness, not involving his/her personal litigation, shall be granted temporary duty with pay, and any witness fees shall be retained by the EMPLOYEE.

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

Section 11.04 Personal Leave (with compensation):

(a) EMPLOYEES shall be entitled to six (6) days personal leave per contract year subject to the approval of their SUPERVISOR.

(b) Such personal leave shall be charged against accrued sick leave and is noncumulative. A workday shall be divided into quarter hours, timewise, insofar as the use of personal leave is concerned. The method of maintaining balances, accruing, and charging personal leave shall be the same as for sick leave noted in Section 11.02(d)-above.

(c) Limitations:

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

(ii) Personal leave with pay shall not be used during either the first or last five days of the EMPLOYEE's contractual period. This provision may be waived by the SUPERVISOR.

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

Section 11.05 Military Leave (with or without compensation): Military leave shall be granted pursuant to BOARD policies and procedures.

Section 11.06 Parental Leave (without compensation): A parental leave of absence without pay shall be granted to an EMPLOYEE for the purpose of childbearing and/or childrearing as follows:

(a) Any EMPLOYEE shall be entitled to parental leave without compensation for the birth or adoption of a child for a period not to extend beyond the remainder of the contract year in which the birth or adoption takes place. An EMPLOYEE shall be entitled to take leave for the subsequent contract year if the leave commences less than 12 weeks prior to the last day of the EMPLOYEE's current contract year.

    (i) An EMPLOYEE who is pregnant may continue employment as late in her pregnancy as she desires, provided she is able to perform her professional duties without extraordinary considerations or accommodations as certified by her physician.

    (ii) The EMPLOYEE is responsible for notifying the Human Resources Office one month prior to the expiration of the leave as to the desire for employment. If a position is available, the leave may be terminated earlier upon request of the EMPLOYEE and the approval of the Human Resources Office.

(b) FMLA and all other leaves permitted under this agreement shall run concurrently with this provision.

Section 11.07 ASSOCIATION Leave: The SUPERINTENDENT or his/her designee shall, upon request of the ASSOCIATION, leave without loss of compensation or benefits shall be granted to representatives of the ASSOCIATION as designated by its president in order to attend conferences, sessions or meetings dealing with the work of the ASSOCIATION. The combined total number of such leave days granted under this provision shall not exceed sixty-five (65) annually. No EMPLOYEE shall be granted more than three (3) days of ASSOCIATION leave annually except for ASSOCIATION Executive Officers, nor shall ASSOCIATION leave be granted for more than one EMPLOYEE at any work site or department on the same day. This restriction may be waived by the SUPERVISOR.

Section 11.08 Absence Without Leave:

(a) An EMPLOYEE who is willfully absent from duty without leave shall forfeit compensation for the time of such absence, and his/her/her employment shall be subject to termination by the BOARD.

Section 11.09 Application for leave:

(a) Every application for leave shall include:

    (i) Type of leave and purpose

    (ii) What compensation, if any, shall be paid during period of leave

    (iii) Length of leave

    (iv) Any other information deemed necessary by the SUPERINTENDENT in giving proper consideration to such application.

(b) Leave granted to any EMPLOYEE shall be used only for the particular purpose or cause which is set forth in the application.

(i) The BOARD and/or its administrative agents shall have the right to determine that the leave is being used only for the purpose or cause set forth in such application; and

(ii) if not so used, the BOARD and/or its administrative agents shall have authority to cancel the leave as well as to initiate the appropriate disciplinary action.

b) Upon return from an extended leave of absence, an EMPLOYEE shall be entitled to all benefits accrued at the time his/her leave of absence commenced, including unused accumulated sick leave.

Section 11.10 Abandonment of Position: Any leave of absence (excluding sick leave) with or without pay shall be approved prior to the leave being taken, except in the case of an extreme emergency where the EMPLOYEE must be absent prior to receiving approval from the proper authority.

(a) When prior approval cannot be obtained by the EMPLOYEE due to such emergencies, the administrator shall:

(i) Place the EMPLOYEE on leave with pay, provided the EMPLOYEE has sufficient leave accrued to cover the absence, or

(ii) Place the EMPLOYEE on leave without pay for the absence.

(iii) If the absence is for five (5) consecutive workdays, the building administrator may consider the EMPLOYEE to have abandoned the position and resigned from the School District.

(b) If an EMPLOYEE's request for leave of absence is disapproved and the EMPLOYEE takes unauthorized leave, the administrator shall place the EMPLOYEE on leave without pay and after an absence of five (5) consecutive workdays shall consider the EMPLOYEE to have abandoned the position and resigned from the School District.

Section 11.11 Personal Leave (without compensation): Any EMPLOYEE may be granted personal leave without compensation at the discretion of the SUPERINTENDENT or his/her designee.

(a) Said leave may be for a period of time not to exceed the EMPLOYEE's contract year for the following reasons:

(i) Personal health problems including recuperation, rehabilitation and regeneration

(ii) Health care of children, parents, or spouse

(iii) Legal proceedings regarding personal litigation

(iv) To serve as an elected or appointed public official

(v) Settlement of family estate or business

(vi) Any other reason deemed appropriate by the SUPERINTENDENT

(vii) If leave is denied, EMPLOYEE may appeal to the appropriate SUPERINTENDENT designee.

(b) Any EMPLOYEE granted personal leave without compensation shall be permitted to return to his/her/her prior position at his/her/her previous rate of pay if leave is for not more than three (3) months.

(c) Any EMPLOYEE returning after three (3) months but not exceeding the EMPLOYEE's contract year shall be permitted to return to a CCAEOCAP position.

Section 11.12 Illness-in-Line-of-Duty Leave (with compensation): Any EMPLOYEE shall be entitled to illness-in-line-of-duty leave when s/he has to be absent from her/his/her duties because of a personal injury received in the discharge of duty or because of an illness from any contagious or infectious disease contracted in schoolwork. An EMPLOYEE shall receive written notification of the existence of illness-in-line-of-duty leave at the time of submission of "Notice of Injury" report to the office. The following requirements shall be observed:

(a) Duration of Leave and Compensation: Leave of any such EMPLOYEE shall be authorized for a total of not more than ten (10) days during any school year for illness contracted or in- jury incurred from such causes as prescribed above. A maximum of ten (10) days can be used for an injury or accident. The ten (10) days will be available for one (1) calendar year from the date of injury. However, in the case of sickness or injury occurring under such circumstances as in the opinion of the BOARD warrants it, additional emergency sick leave may be granted for such term and under such conditions as the BOARD shall deem proper. An EMPLOYEE who is paid their salary under the illness in line of duty policy shall not be paid workers compensation indemnity benefits during the period of time the EMPLOYEE draws their salary.

(b) Claims: Any EMPLOYEE who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file in the manner prescribed in F.S. 1012.61 within five (5) working days following his/her return from such absence. The BOARD shall approve such claims and authorize the payment thereof, provided that the BOARD shall satisfy itself that the claim is maintained for an accident arising out of and in the course and scope of employment for a medical condition that is causally related to the alleged workplace accident.

Section 11.13 FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA Leave): FMLA leave shall be granted pursuant to BOARD policy and procedures. The provisions of the BOARD's FMLA policy run concurrent with existing leaves and benefits as provided in this Agreement.

Section 11. 14 Bereavement Leave: Effective July 1, 2026, all full-time employees will be eligible to receive three (3) paid bereavement leave per contract year. Bereavement leave is not cumulative and shall not be included in any terminal leave payout. The three (3) days of bereavement leave need not to be taken consecutively. Employees will not be paid bereavement for days already scheduled as approved leave (i.e., sick leave, leaves without pay, etc.) Employees shall be required to provide a copy of the obituary or other satisfactory document. Bereavement leave is to be used within fourteen (14) days of the death of the family member. When circumstances necessitate an extension of the 14-day requirement, such extension may be granted at the Superintendent's (or designee's) discretion. Immediate family member shall be defined as the CCAEOCAP staff member's father, mother, brother, sister, spouse, child, or member of the staff member's household (proof of residency may be required).

Article XII. SALARY AND BENEFITS

Section 12.01 Salary:

(a) Each current EMPLOYEE shall be compensated according to the following schedule attached to this Agreement and by this reference made a part hereof (see Appendix A). Current EMPLOYEE shall be eligible to apply for an additional five (5) years of external verifiable experience credit earned prior to their current employment start date.

(b) Each new EMPLOYEE shall be placed on the appropriate step of the salary schedule for his/her job title. Said new EMPLOYEE shall be limited to a maximum of ten (10) years of validated and job-related full-time experience. Any new EMPLOYEE shall be eligible to apply for additional external experience credit for each verifiable experience until the EMPLOYEE reaches a maximum placement of step (k).

(c) If a former Collier County School District EMPLOYEE returns to the school district within the bargaining unit, said EMPLOYEE shall be credited with the same salary experience previously earned.

(d) Any current EMPLOYEE who is promoted to a higher salary range (B, C, D, E) shall be placed at the same salary experience level as on the previous salary range.

(e) New positions within federal programs shall be placed on the salary schedule by the SUPERINTENDENT of Schools.

Section 12.02 Bi-Weekly Pay: EMPLOYEES shall be paid on a bi-weekly basis, except the last pay date for each fiscal year shall be the Friday closest to July 12.

Although every other Friday generally will be a payday, some deviations are appropriate. For example, if a payday falls on a holiday when the banks are closed, direct deposits will be made on the weekday immediately preceding the bank holiday.

Section 12.03 Direct Deposits:

(a) The BOARD shall provide EMPLOYEES the opportunity for direct deposit with the Suncoast Schools Federal Credit Union and all other participating ACH financial institutions.

(b) Effective July 1, 2009, EMPLOYEES will be required to participate in the district's direct deposit program.

Section 12.04 Vacations:

(a) EMPLOYEES hired on a twelve-month contractual basis shall be entitled to vacation time during which they shall be paid their regular straight time hourly rate times the number of hours in their normal workday.

(b) EMPLOYEES hired on a twelve-month contractual basis are entitled to annual vacation leave based upon one day per month of employment.

(i) Vacation leave will be increased by one day per each additional year served in Collier County, up to a maximum of six (6) days per year.

(ii) The additional days will be credited on July 1 of each year; however, upon termination, the additional days will be prorated. In his/her initial year of employment, an EMPLOYEE must be employed at least 125 ½ days in the fiscal year to receive this benefit.

(iii) No vacation leave shall be earned by EMPLOYEES on less than a twelve-month contract.

(c) Vacation will be scheduled by the EMPLOYEE's SUPERVISOR. Where feasible, continuous vacation periods shall be allowed.

(d) Up to sixty (60) days of vacation may be carried forward from one fiscal year to the next.

(e) An EMPLOYEE entitled to vacation leave shall be permitted to select Dr. Martin Luther King's birthday or Good Friday as a scheduled vacation day during the contract year if not already designated as a district holiday.

(f) Accrued vacation pay shall be paid at the time of termination for whatever reason including layoffs as provided in BOARD policy.

Section 12.05 Holidays:

(a) Six (6) paid holidays shall be granted all EMPLOYEES as defined in Article IV, Section 4.02 of this Agreement who are contracted less than twelve months.

(b) Paid holidays shall be designated by the SUPERINTENDENT at the time of calendar approval by the BOARD each year.

(c) Each EMPLOYEE's compensation for each paid holiday shall be determined by computing the number of hours normally worked by the EMPLOYEE during a regularly scheduled day multiplied by his/her current hourly wage.

(d) An EMPLOYEE shall qualify for holiday pay provided the holiday occurred during a pay period in which the EMPLOYEE was in a paid status.

(i) Exceptions:

1) An EMPLOYEE resigning prior to the end of the scheduled workday immediately preceding a paid holiday shall not qualify for subsequent holiday pay.

2) An EMPLOYEE will not be permitted to extend the resignation date by using any type of leave.

Section 12.06 Health Insurance:

(a) CCAEOCAP shall be afforded the opportunity to name one representative to a joint ASSOCIATION/Administration committee which shall meet annually to review and make recommendations to the SUPERINTENDENT regarding EMPLOYEE insurance benefits.

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

(i) Ensure financial access to clinically efficacious health care services for plan participants.

(ii) Protect plan participants from extreme financial hardship due to major health care needs.

(iii) Minimize the total cost of the health care plan over the long term.

(iv) Simplify wherever possible the administrative burden of the health plan.

(c) The District shall make a health insurance plan and other benefits (including basic life insurance and optional/voluntary benefits) available to eligible EMPLOYEES.

(i) Eligibility:

1) EMPLOYEES regularly scheduled to work 30 or more hours per week (0.75 FTE) are eligible for health coverage and other benefits.

(ii) Specific information on eligibility requirements is contained in Health Benefit Plan document (the "Plan") available at the District Benefits' Office. In addition, a Summary Plan Document (the "SPD") is available to EMPLOYEES on the District website. (Additional copies of the SPD will also be available to EMPLOYEES by contacting the District Benefits' Office.)

(d) Enrollment and Waiting Periods: The SPD shall stipulate when an EMPLOYEE or his/her/her dependents may enroll in the health insurance plan. Enrollment may be subject to limitations or other conditions as defined in the SPD.

(e) Plan Benefits: Each year, prior to the annual enrollment period, EMPLOYEES will receive Enrollment information that will outline the benefits offered next calendar year. Information relative to specific health insurance benefits and limitations will be updated regularly and contained in the SPD. In the event there is a conflict between the provisions of the collective bargaining agreement and the SPD, the District's SPD shall control.

(f) Health Care Premiums:

(i) EMPLOYEE Coverage: The BOARD shall provide and fully fund 100% District paid premium payments of comprehensive health insurance as defined in the Plan for all eligible EMPLOYEES covered under this section.

(ii) Dependent Coverage: EMPLOYEES selecting dependent coverage pursuant to the (SPD) shall be responsible for the payment of premiums as set on annual basis. Premiums are effective January 1, and will be adjusted each year during the term of this Agreement pursuant to an actuarial recommendation.

(iii) Annual Premium Adjustment: Each year, prior to the enrollment period, the health insurance premiums shall be set to ensure that the rates are actuarially sound and meet any and all federal, state and other requirements. Premiums for dependent coverage, set for the fiscal year, will begin effective January 1. The premiums may increase annually.

(g) Retired EMPLOYEES shall be permitted to participate in this basic health care plan with any primary coordinating coverage offset at no cost to the BOARD. EMPLOYEES retiring during the current school year will be accepted into the plan within 30 days of their retirement date. It is the responsibility of the eligible EMPLOYEES to report in writing, or by the use of e-mail, within thirty (30) days, any change in marital, dependent or any other status for the purpose of updating insurance records for the District's Benefits Office.

Section 12.07 Life Insurance: Each eligible EMPLOYEE (see Section 12.071) shall receive term-life insurance with a benefit of $30,000 or one times (1 x's) the EMPLOYEE's annualized salary up to $100,000, whichever is greater, subject to the provisions of the life insurance contract then in effect.

Section 12.08 Insurance Plan Documents: In the event there is a conflict between the provisions of the collective bargaining agreement and the official insurance plan documents, the insurance plan documents shall control. (The official insurance plan documents are maintained on the District's website.

Section 12.09 Cafeteria (Section 125) Plan/Voluntary Benefits:
The BOARD shall provide eligible EMPLOYEES a Cafeteria Plan, subject to Section 125 of the Internal Revenue Code, to select benefits provided in the District's Cafeteria Plan. The Cafeteria Plan shall include such benefits as agreed to by the joint Collaborative Study Committee on Employee Health Insurance and Benefits. Premiums for benefits provided in the Cafeteria Plan shall be paid by the EMPLOYEE.

Section 12.10 Terminal Pay: Effective July 1, 2004, Terminal Pay will be paid to an EMPLOYEE (or his/her beneficiary if service is terminated by death) in accordance with the following conditions:

(a) Years of service:

(i) During the first 3 years of service, the hourly rate of pay multiplied by 35 percent times the number of hours of accumulated sick leave.

(ii) During the next 3 years of service, the hourly rate of pay multiplied by 40 percent times the number of hours of accumulated sick leave.

(iii) During the next 3 years of service, the hourly rate of pay multiplied by 45 percent times the number of hours of accumulated sick leave.

(iv) During the next 3 years of service, the hourly rate of pay multiplied by 50 percent times the number of hours of accumulated sick leave.

(v) During and after the 13th year of service, the hourly rate of pay multiplied by 100 percent times the number of hours of accumulated sick leave.

(b) Terminal pay will not be paid for sick-leave days transferred into Collier County from another school district. However, sick leave will be charged against transferred sick-leave days prior to the charge of sick leave against days earned in Collier County.

(c) Once terminal pay has been calculated and paid, the EMPLOYEE will have no remaining balance in his/her sick-leave account.

(d) Payment of terminal pay will be made by the District within thirty (30) calendar days following the EMPLOYEE's retirement or termination date. Said payment shall be deposited in a deferred compensation account in accordance with BOARD policy.

(e) Terminal pay shall be reduced by 25% for any EMPLOYEE who resigns and fails to provide the BOARD with the required notice before voluntarily severing employment. The SUPERINTENDENT may waive this provision. Terminal pay will not be paid to any EMPLOYEE who is terminated for sexual molestation of students or selling controlled substances to students provided all due process rights have been afforded the EMPLOYEE.

(f) In calculating terminal pay, the collective bargaining Agreement in effect on the EMPLOYEE's last day of work or paid leave, excluding summer school, will be used to determine the appropriate payoff.

(g) The EMPLOYEE may elect to transfer their terminal leave to another district by designating so on the voluntary separation form. If this designation is not made at the time of separation, the terminal pay will be processed in accordance with BOARD administrative procedure and Florida Statute. Once terminal pay is calculated and paid the leave is no longer eligible for transfer.

Section 12.11 Sick Leave Buyout: At the discretion of the EMPLOYEE and the annual approval of the SUPERINTENDENT, accumulated personal sick leave may be purchased by the BOARD under the following conditions:

(a) A minimum balance of twenty (20) days must be maintained at all times.

(b) The maximum number of days eligible for purchase by the BOARD shall be in accordance with Section 1012.61(2) (a) 3, Florida Statutes.

(c) The purchase price of the sick leave days purchased shall be set at the EMPLOYEE's cur- rent daily rate of pay multiplied by:

(i) 50% for an EMPLOYEE with zero (0) to twelve (12) years of experience in Collier County;

(ii) 80% for EMPLOYEES with thirteen (13) or more years of experience in Collier County schools.

(d) A year of experience is defined as

(i) A complete contract year of service.

(ii) In the initial year of employment, a year of experience shall be credited when the beginning date of employment is prior to January 1.

(e) Days for which an EMPLOYEE receives payment will be deducted from accumulated leave balance at 100% value even if restricted by Section 12.11(c) above.

(f) All payments made under this section will be considered as salary and, therefore, be subject to federal income tax and social security tax.

(g) The application form must be submitted to the Human Resources/Compensation Office prior to June 30th of each year to be paid in the following school year and must include the total number of days requested. In calculating buyout pay, the collective bargaining Agreement in effect at the time the EMPLOYEE elects the buyout provision will be used to determine the appropriate pay. The EMPLOYEE may choose between payment either in the first contractual pay period in the fall or the first pay period in January in the following school year.

Section 12.12 LIGHT DUTY Assignments:

(a) EMPLOYEES who have experienced a Worker's Compensation injury and who have been evaluated and released by a BOARD-approved physician as physically able to return to work with specific limitations or have achieved maximum medical improvement as determined by an approved physician and are unable to return to their previous position may be eligible for

temporary LIGHT DUTY assignments by the DISTRICT's Workers Compensation Department and/or Human Resources, or other permanent assignments that the EMPLOYEE is able to perform within his/her/her medical restrictions.

(b) LIGHT DUTY assignments are trainee positions at job sites to be identified by the Human Resources Department after a review of the EMPLOYEE's job history, qualifications, and physical limitations. Positions such as Data Entry Clerk, Teacher Assistant, and Inventory Clerk are possible opportunities for LIGHT DUTY.

(c) EMPLOYEES selected for LIGHT DUTY assignments will be paid at the greater of 85% of their former salary or the actual salary from the appropriate salary schedule for the position in which they are placed. In the event the assignment does not reflect the duties of an existing position, the 85% rate of the former position will be paid.

(d) The LIGHT DUTY assignment will continue until one of the following events occur:

(i) The EMPLOYEE satisfactorily performs the duties assigned and obtains a non- Worker's Compensation position either in or out of the district.

(ii) The EMPLOYEE fails to satisfactorily perform the assignment as determined by the immediate SUPERVISOR and is returned to Worker's Compensation off-duty status pending a review by the Business Office.

(iii) If the treating physician does not allow the injured EMPLOYEE to return to his/her/her previous employment after maximum medical improvement, the EM- PLOYEE may apply for any other position in the District that he/she qualifies for and for which the treating physician medically clears him/her to perform.

Section 12.13 Immokalee/Everglades City involuntary transfer Supplement

EMPLOYEES who are involuntarily transferred pursuant to Section 8.06 between Naples and Immokalee or Everglades City shall receive an annualized supplement of $800 until an equivalent position in the former geographic area is offered.

Article XIII. MISCELLANEOUS PROVISIONS

Section 13.01 Force of Law: In the event any portion of this Agreement shall be determined to be invalid and/or unenforceable in a court of competent jurisdiction or as the result of state or federal legislation, the balance of the Agreement shall remain in full force and effect. The parties shall negotiate alternative proposals to the affected portions within sixty (60) days after such determination.

Section 13.02 Work Actions: The BOARD and the ASSOCIATION subscribe to the principle that differences shall be resolved by peaceful and appropriate means, without interruption of the school program. The ASSOCIATION therefore agrees that it will not condone, aide or abet (directly or indirectly) any strikes, work stoppages, slowdown, or other concerted refusal to perform work by the EMPLOYEES covered by this Agreement during the life of this Agreement. 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 efforts to end any unauthorized work stoppage.

Section 13.03 Term of Agreement: This Agreement covers the period of time from July 1, 2021, through June 30, 2024.

Section 13.04 Effective Date of Salary Rates: Salary rates as set forth in Appendix A of this Agreement shall be effective as of the date listed on the appropriate appendix page.

APPENDIX A

Salary Schedule

Effective **July 1, 2024** thru **June 30, 2027***

board approved January 2026

(8 hr. workday, with 30 min. paid lunch)

(Non-Exempt)

Steps	Initial Placement on Salary Schedule for Years of Experience	Classification / Hourly Rate		
		C	**D**	**E**
0-3	d	$18.30	$19.20	$19.65
4	e	$18.80	$19.70	$20.15
5	f	$19.30	$20.20	$20.65
6	g	$19.80	$20.70	$21.15
7	h	$20.30	$21.20	$21.65
8	i	$20.80	$21.70	$22.15
9	j	$21.30	$22.20	$22.65
10	k	$21.80	$22.70	$23.15
	l	$22.30	$23.20	$23.65
	m	$22.80	$23.70	$24.15
	n	$23.30	$24.20	$24.65
	o	$23.80	$24.70	$25.15
	p	$24.30	$25.20	$25.65
	q	$24.80	$25.70	$26.15
	r	$25.30	$26.20	$26.65
	S	$25.80	$26.70	$27.15
	t	$26.30	$27.20	$27.65
	u	$26.80	$27.70	$28.15
	v	$27.30	$28.20	$28.65
	w	$27.80	$28.70	$29.15
	x	$28.30	$29.20	$29.65
	y	$28.80	$29.70	$30.15
	Z	$29.30	$30.20	$30.65
	aa	$29.80	$30.70	$31.15
	bb	$30.30	$31.20	$31.65

C	D	E
Accounting Clerk (Business Office	Alternative Education Classroom Assistant	Bilingual Translator/Interpreter (District)
Even-Start Para-Teacher	Alternative Education Migrant Assistant	Computer Operator (District)
General Instructional and Office Assistant (K-12)	Attendance Assistant	Data Entry (Title I)
General School Secretary	Bilingual Translator/Interpreter	Data Entry Clerk/School
Hearing Impaired Interpreter I & II	Bookkeeper (High School, Business Office, Facilities, LWTC, Maintenance, Transportation)	ESE Assistant
Inventory Clerk (Business Office, Maintenance, Transportation School))	Community Outreach Specialist	ESE Job Coach
Migrant Paraprofessional	Community Outreach Specialist	Family Service Worker
Migrant Records Clerk	Data Entry (District)	Hearing Impaired Interpreter IV
Paraprofessional	Data Entry/Maintenance	Home-School Liaison
Payroll Assistant	Data Entry/Transportation (District)	Payroll Clerk (District)
Pre-K Outcome Assistant	ESE Behavior Paraprofessional	Prekindergarten/General Assistant
Pre-K Safety Assistant	ESE Secretary (School)	Recruiter/Home School Liaison
School Receptionist	ELL Tutor (Spanish, Creole)	
Secretary/LWTC	General Secretary C&I	
Title I Inventory Clerk	General Secretary (Administration)	
Title I Parent Involvement Assistant	Guidance Secretary	
Title I Proctor	Health Service Worker	
Title I Resource Secretary	Hearing Impaired Interpreter III	
Title III Bilingual Paraprofessional	ISS Assistant	
Title III Bilingual Paraprofessional in Title I or Target Assisted School	Secretary /Middle School Assistant Principal	
	Secretary to Administrator Career Education	
	Secretary to Administrator LWTC	
	Secretary to Administrator/Adult and Community Education	
	Secretary to Director Assessment & Data Mgmt	
	Secretary to Director Maintenance	
	Secretary to Director of Accounting	
	Secretary to Director of Federal and State Grants	
	Secretary to Director of Nutrition Service	
	Secretary to Director of SSPAR	
	Secretary to Director Transportation	
	Secretary to Director/ Purchasing	
	Secretary to Director/English Language Learners Services	
	Secretary to Director/ESE	
	Secretary to Director/Facilities	
	Secretary/ Activities Coordinator	
	Secretary/ Director Technology	
	Secretary/District Communication and Information Officer	
	Secretary/High School Assistant Principal	
	Student Tracking Liaison	
	Title I Tutor	

APPENDIX A

1) **Degree or Certificate Pay:** The following list of degrees, certificates and/or courses will be paid to all EMPLOYEES for any position. EMPLOYEES will be paid the highest earned ONLY:
   $.50 ParaPro Exam Certificate
   $.75 Sixty (60) credits earned from an accredited institution.
   $1.00 Associate degree from an accredited institution
   $1.50 Bachelor's degree from an accredited institution

2) **Tuition Reimbursement**: Upon approval of the SUPERINTENDENT or designee, the BOARD will reimburse each EMPLOYEE the actual amount of tuition paid, not to exceed 25% of the resident tuition rate established by the Florida State Board of Regents, for each semester hour taken in an area which may improve his/her overall value to the District. The determination of potential for improving the EMPLOYEE's overall value to the District is solely at the discretion of the SUPERINTENDENT or designee. To be eligible for reimbursement, the EMPLOYEE must have completed three (3) consecutive years of service to the District. EMPLOYEES shall be reimbursed for no more than 12 credit hours per school year, up to a maximum of 36 credit hours while employed by the District.

3) **Training Outside of Workday or Work Year**: EMPLOYEES required by the school district to complete training outside of their contracted workday or work year shall be reimbursed at their current hourly salary rate for each training hour.

4) **Child Developmental Associate (CDA)**: EMPLOYEES required by the District to earn a Child Developmental Associate's (CDA) Certificate and who have completed the training shall receive a $100.00 one-time supplement at the conclusion of his/her/her probationary period. After earning a CDA, EMPLOYEES who complete District approved retraining shall receive a $75 supplement, not to exceed one supplement per year.

5) **Tutors**: The contract year for tutors shall be 188 days.

6) **Hearing Impaired Interpreters**: Hearing Impaired Interpreters shall be classified based on level of service required by the student. Initial placement shall be on Step N of Range B, C, D, or E. At all times placement on the salary schedule for new and existing employees shall be based on the required level of service of the student in the new assignment. In the event a Hearing-Impaired Interpreter is assigned to multiple students, the employee shall be classified at the highest level of required service.

7) ESE Assistants required to perform medical procedures as detailed in BOARD Policy and verified by the Director of Health Services, shall receive an annual supplement of $250.00.

8) ESE Assistant, ESE Job Coaches and ESE Pre-K Assistant will be on a 188- day calendar. The two days prior to the student start date will be designated as follows: one day for training and one day for classroom preparation.

9) **B-Level Assistant**: An B level Assistant shall be considered for E level compensation on a case-by-case basis. A reclassification is appropriate when an ESE student requires essential or extraordinary services. Essential services will be defined as CBR restraint activities, medical feeding procedures, lifting and positioning students as directed by OT/PT, and/or direct super- vision of students with Autism. Extraordinary services are defined as requiring excessive time and attention (in excess of 50% of the workday) to the extent that the duties associated with the ESE student render the position equivalent to an ESE Assistant as confirmed by the teacher and principal or program SUPERVISOR.
   a) Change in Classification: The effective date of any change in classification will be the date of

written notification, with rationale, to Human Resources/Compensation from either the Principal or program SUPERVISOR.

10) EMPLOYEES Assigned to Work Temporarily in a Higher Salary Range:

In accordance with Article 4.04, EMPLOYEES will be compensated based on the following as a stipend below:

Minutes per day Stipend
≥15 & ≤29 (1/2 hour) $1.00
≥30 & ≤60 (1 hour) $1.50
≥61 & ≤120 (2 hours) $3.00
≥121 & <180 (3 hours) $4.50
≥181 & ≤240 (4 hours) $6.00
≥241 & ≤300 (5 hours) $7.50
≥301 & ≤360 (6 hours) $9.00
≥361 & ≤420 (7 hours) $10.50
≥421 & ≤480 (8 hours) $12.00

NAME(S) OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL/DEPARTMENT: _____ JOB CLASSIFICATION: _____

NAME OF ADVOCATE, IF APPLICABLE: _____

NAMEOFPERSONGRIEVANCEFILEDWITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. SPECIFIC CONTRACT PROVISION(S) GRIEVED:

ARTICLE	SECTION

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

D. RELIEF SOUGHT:

_____ _____

SIGNATURE OF GRIEVANT *DATE OFFILING*

E. DISPOSITION OF GRIEVANCE – LEVEL I:

_____ _____

SIGNATURE OF PERSONMAKING RESPONSE *DATE OFRESPONSE*

RESPONSE OF GRIEVANT:

o I accept the above decision. o I appeal the above decision.

_____ _____

SIGNATURE OF GRIEVANT *DATE OFRESPONSE*

F. DISPOSITION OF GRIEVANCE – LEVEL II:

SIGNATURE OF PERSONMAKING RESPONSE *DATE OFRESPONSE*

RESPONSE OF GRIEVANT:

o I accept the above decision. o I appeal the above decision to ARBITRATION

SIGNATURE OF GRIEVANT *DATE OFRESPONSE*

DISTRIBUTION:

Original – Executive Director, HR
Copy – Supervisor
Copy – Grievant
Copy – Association Office