

CONTRACT

CHARLOTTE COUNTY SCHOOL BOARD



AND

CHARLOTTE FEA FOR INSTRUCTIONAL EMPLOYEES



July 1, 2024 – June 30, 2027

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ARTICLE I – DEFINITIONS

Association – Charlotte FEA

Board – The School Board of Charlotte County, Florida or designee

Contract – The entire document herein

Day – A workday of the employee, unless otherwise stated

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

Employee – Any member of the recognized bargaining unit

Individual Contract – As defined in Florida Statutes

Instructional Leader – program planner, department chair, team lead

Non-classroom Instructional (NCI) – instructional staff who do not have a roster of students

Principal or Immediate Supervisor – The administrator or his/her designee directly responsible for the employee

Principles of Professional Conduct for the Education Profession in Florida- A set of ethical guidelines and principles which legally binds educators in the state of Florida (included as Appendix A)

Reassignment – A move within the same school

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

Senior or Seniority – Length of continuous employment by the Board in any bargaining unit position except as provided in Article VIII- Hiring and Assignment (Provision 8.4), Administrator Return to Bargaining Unit. 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

Term of Contract – The duration of this contract

Transfer – A move from one work site to another

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

Year of Service – As defined in Florida Statutes

ARTICLE II – BARGAINING UNIT

The designated bargaining unit is described as all regular certified full-time employees of the Charlotte County School Board in any of the following positions:

2.1 Inclusions

Basic K-12 program instructional staff, vocational education instructional staff, school counselors, career specialists, ESE instructional staff, media specialists, non-classroom instructional, NJROTC instructors, social workers. All positions listed herein, filled or unfilled, shall remain bargaining unit position for the term of this contract.

2.2 Exclusions

Superintendent, executive directors, assistant to the superintendent, coordinators, deans, athletic directors, directors, assistant administrators, the personnel specialist, principals, assistant principals, psychologists, and all non-certified personnel, temporary personnel, casual personnel, part-time personnel, and all managerial, confidential and supervisory employees

2.3 Changes

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

2.4 Parties to the Agreement

The School Board/Association contract shall be the document that governs compensation, hours and terms and conditions of employment for employees in the unit.

2.5 Exclusivity

The School Board grants the certified bargaining agent all rights and privileges pursuant to Florida Statutes and the Public Employee Relations Act of 1974. No other rights or privileges not extended to the certified bargaining agent shall be granted to any other teacher organization or group except as provided for in Florida Statutes.

ARTICLE III – BOARD RIGHTS AND RESPONSIBILITIES

3.1 Management Rights

The Board retains and reserves the right to manage and control its business, its equipment, and its operations; adopt rules and policies; determine qualifications and assignments of employees; direct its personnel; determine the number of employees and schedule their work; discipline employees for just cause; direct the working forces, including hiring, evaluating, promoting, suspending, discharging, transferring and laying off employees as long as there is no conflict with the other provisions of this contract.

3.2 Authority

The Board is legally responsible for the operation of the school system within the boundaries of the school district and the Board has the authority to discharge all of its responsibilities as long as such authority does not conflict with the other provisions of this contract.

ARTICLE IV- ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 Rights

4.1.1 Association Leave

Association Business

Leave of absence with pay, not to exceed a cumulative total of forty-five (45) days per school year, shall be given to the Association on application, for Association purposes. Application must be made at least five (5) workdays in advance of the anticipated absence. Such leave shall only be used on advance authorization and notice by the Association President or designee. Such leave may not create major disruptions in ongoing programs. The cost of substitutes under this provision shall be paid entirely by the Association. The time limit may be waived with the consent of the Superintendent or designee. No one-association member will exceed fifteen (15) association leave days during the school year with the exception of the Association President, who may use up to 30 association leave days/equivalent per school year.

District Business

Members of the Association serving on district committees and/or taskforces, attending district meetings, bargaining and insurance meetings, school board meetings or workshops, or when acting as a representative of the Association shall be considered on duty leave.

4.1.2 Notification of Officers

The Association shall notify the Board by October 31 of each school year of the names of officers and all representatives, including the lead representatives.

4.1.3 Association Meetings

Employee Meetings

Officers or other Association representatives designated by the Association may meet with Board employees who consent voluntarily to attend such meeting on school premises before the workday or during the lunch period of the employee, for the purpose of conducting Association business, if such a meeting does not interfere with any employee's duties.

Faculty Meetings

The Association faculty representative from a school shall be given upon request to the principal, an opportunity at the end of a faculty meeting at least once each month to present brief reports and announcements to those employees who wish to stay for such reports and announcements. The Association may conduct additional meetings not to be scheduled to interfere with the direct instruction of the students or duties of the employees.

4.1.4 Notices

The Association shall have the right to post notice of activities and matters of Association concern in a designated/common area maintained by the Association. The Association representative and principal/site manager shall mutually agree to a designated/common area.

4.1.5 Communication

The Association shall have exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided at each work site. The Association shall have the exclusive right to use employee mailboxes, including email, for communications to employees. CCPS 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.

4.1.6 Elected Officers and Representatives

Elected officers and lead representatives 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. Upon request, a conference shall be granted. Once concerns are identified, a period of one year will be specified to correct them. It is the responsibility of administration to give notice in writing during the year if further concerns arise. An involuntary transfer will be made only after these procedures have been unsuccessful in correcting the identified concerns.

4.1.7 School Visitation by Association Representatives

Association representatives shall be allowed to visit teachers during non-student contact times.

- The Association shall provide a list, in advance, to Board Florida Education Association representatives or officers who wish to visit work sites.
- The Association representative must sign in at the office and let the office know the purpose of the visit.
- The Association agrees not to disrupt the normal operation of the school.

4.1.8 New Teacher Orientation

The Association will sponsor breakfast and/or lunch for all involved in the New Teacher Orientation. The Association will work collaboratively with the district contact to conduct presentations during the orientation process. The Association shall have at least thirty (30) minutes to conduct a membership presentation.

4.1.9 Technology

The School Board shall provide the Association information about the administration's technology strategies and specific technological initiatives. No employee shall be held accountable for any developed standards for technological competency until such time as the Board offers training. Such training shall be offered at reasonable times and dates.

4.2 Responsibilities

4.2.1 Recognize Board Authority

The responsibility of employees represented by the Association is to carry out administrative directives and administrative regulations. Neither the Association nor its representatives shall assume Board administrative or supervisory authority.

4.2.2 Duties of Employee

Employees have the direct and indirect responsibility of providing instructional programs which fall within the scope of specific curriculum. The employee's primary responsibility is the classroom or regular facility in which his/her basic assignment occurs and, in addition, the employee has general unscheduled supervision and guidance responsibilities throughout the building and grounds during regular school hours. This supervision shall include 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 School Assessment Act tool). These measures include protection 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.

ARTICLE V – THE PARTNERSHIP AND PERFORMANCE COUNCIL

5.1 Charlotte County Public Schools School-Based Partnership Committees

A School-Based Partnership Committee shall be created in every school. It will be a collaborative and inclusive forum for communication and cooperation in support of our mission to educate, inspire, support all student to build stronger communities.

5.1.1 Scope and Purpose of the School-Based PPC

The Committee will define goals, set priorities, and designate appropriate timelines, responsibilities and resources to achieve a prompt response. The Committee will also develop a more long-term agenda and work plan, while responding to emerging issues.

5.1.2 Use of Interest-Based Process

School Based Committees will use the FMCS Interest-Based process outlined in FMCS training modules as the method by which decisions are made. The Partnership and Performance Council will use the FMCS Interest-Based Problem-Solving Process (IBPS) outlined in FMCS training modules as the method by which decisions are made. The Charlotte County Schools FMCS/IBPS procedure and guidelines manual is available for parties to guide the operations of Partnership and Performance Councils.

5.1.3 Membership on the School-Based Partnership Committee

Each committee shall have one administrative member, who shall serve as a co-chair. The Association president or designee will, in consultation with administration and faculty, appoint the other co-chair who is a member of the Association. The PPC will collaboratively fill any vacancies (other than the co-chair) that occur to maintain a majority with members of the Association.

- High school committees shall have six (6) instructional staff members;
- Middle school committees shall have five (5) instructional staff members; and,
- Elementary and all other worksites not included above shall have five (5) instructional staff members of the committee.

Guests invited to PPC Meeting

By request of the co-chairs or other members of the PPC, guests may be invited to participate in designated topics on the agenda.

5.1.4 Meetings of the School-Based Partnership and Performance Committee (PPC)

The Committee shall meet monthly. Special meetings may be scheduled as needed.

- All meeting participants will have received FMCS/IBPS training as a condition of participation.
- Costs associated with meetings will be shared, covered by contract or grant.
- At least half the time blocked for meetings shall take place during the regular workday. PPC meetings shall be considered duty leave.

5.1.5 Permission to Hold Joint Meetings

Joint meetings of the teacher and support staff Partnership Committees may be scheduled to work on topics that impact the entire school staff. Joint meetings may be requested by either PPC or the principal.

ARTICLE VI – LOW PERFORMING SCHOOLS; PROCESS FOR INTERVENTION/SUPPORT

The Parties agree to comply with and follow recommendations and mandates as advanced by the State of Florida’s Department of Education. These include school improvement measures, Targeted and Comprehensive Support, and Differentiated Accountability, subject to negotiations as required by law.

“Low Performing” will apply to schools designated for Florida DOE as receiving a “D” or “F” grade. The process described below for Interest Based Problem Solving intervention/support will be activated upon notification of the school’s grade from the DOE. Should a school in the district be identified as a “critically low-performing” school during the life of this contract, the parties agree to the following: When a school’s Educational Emergency Plan conflicts with this contract, or has direct impact on employees, the conflict(s) or impact(s) shall be submitted to the bargaining teams of the Association and the Board as required by Florida statute. Negotiations shall commence within 10 (ten) school days of submission of the request to construct a memorandum of understanding to address identified conflicts between the Educational Emergency Plan and this contract. When approved by the Association and the Board, such date-defined memoranda of understanding shall become effective.

While the following language outlines a process for School Improvement under specific conditions, both parties acknowledge that the language below is no longer accurate and/or relevant. The parties agree to renegotiate the language below as additional information and guidance becomes available from the Florida Department of Education and/or State Government.

6.1 The Process

1. The school principal examines the report to determine the exact nature of the school’s low performance.
2. The appropriate intervention team is formed within 10 days of receiving the notice of low performance.
3. The team will Follow the interest-based process and ensure all participants are trained in the interest-based process or IBPS.
4. The analysis is taken to the appropriate intervention team for discussion. The intervention team reviews the analysis and draws conclusions as to the cause(s) of the problem(s) and appropriate possible solutions.
5. The school intervention team meets to examine the Student Success Plan to determine what strategies worked and what strategies did not work according to statute.
6. The intervention team develops a Progress Plan that parallels the School Improvement Plan and timeline.
7. Implementation and progress monitoring of student achievement is the responsibility of the monitoring team, which is comprised of the appropriate director, Association representative, psychometrician, and school principal. The monitoring team has the authority to reconvene the intervention team to address concerns that arise during the school year.
8. Collaboration is the theme.

6.1.1 Authority to Transfer

Should the superintendent determine a need to transfer any teacher to a low-performing school, as defined in this agreement and as provided for in Florida statutes, the process for selection of the affected teacher(s) and any compensation that accrues to such a transferred teacher shall be subject to collective bargaining.

6.2 Intervention Teams

6.2.1 Elementary Team**

Director of Elementary Learning
Principal
Association Representative (Determined by the Association President)
Human Resources representative (Appointed by Superintendent.)
SAC chairperson or designee
NCI and AP
One K-2 teacher*
One 3-5 teacher*
One ESE teacher*
Psychometrician

6.2.2 Middle School Team**

Director of Secondary Learning
SAC Chairperson or designee
Principal
Assistant Principal
Association Representative (determined by the Association President)
Three Core teachers*
Human Resources Representative (Appointed by Superintendent.)
Psychometrician
One ESE teacher*

6.2.3 High School Team**

Director of Secondary Learning
Principal
Association Representative (determined by the Association President)
Human Resources Representative (Appointed by Superintendent.)
SAC chairperson or designee
Assistant Principal for Curriculum
Four Core Teachers*
One ESE teacher*
Psychometrician

*Determined collaboratively by the principal and Association president.

**Additional members may be included, as determined by the principal and Association president.

ARTICLE VII – POSTING

7.1 General Provisions

The Board shall post notice of job vacancies as set forth below provided, however, that if the Superintendent determines that is urgent to fill a vacancy without posting, may do so after notifying the Association President in writing via email and explaining the urgency.

7.1.1 Vacancies

Vacancies occurring for the following reasons shall be posted:

- promotion
- resignation
- retirement
- termination
- new staffing
- new operation start-up
- school-to-school transfer
- summer school programs
- before/after school programs at the worksite
- differentiated pay positions at the worksite.

7.1.2 Time of Posting

All new vacancies in the bargaining unit shall be posted as soon as possible after being identified.

7.1.3 Posting Inclusions

Posting shall include:

- position title
- location (if applicable)
- position qualification such as (non-ordered):
 - certification
 - subject area experience
 - willingness to perform in differentiated pay positions.

7.1.4 End of Posting

The position shall remain posted a minimum of three (3) days. Reductions in force shall not require posting.

7.1.5 Posting as A Result of Reassignment

Positions to be filled by reassignment within a site shall be posted for three (3) days.

ARTICLE VIII – HIRING AND ASSIGNMENT

8.1 Board Rights

The right to hire, assign, and reassign personnel is vested in the Board. However, the Board, in exercising such rights, shall continue to do so in a non-arbitrary and non-capricious manner.

8.1.1 Internal Applicant Interview Process

The Principal/Supervisor accepting applications for a vacancy shall be required to interview at least five (5) internal certified candidates (should at least five (5) apply), provided those candidates received at least a rating of “effective” in the most recent evaluation. If internal candidates who applied received a “highly effective” rating in the most recent, at least two interview slots shall be reserved for those candidates. Additionally, a Principal/Supervisor may interview a candidate with less than an “effective” rating if the Principal/Supervisor believes students may benefit from the placement of that individual.

8.1.2 Principal/Supervisor Responsibilities

The interview process and content are the responsibility of the Principal/Supervisor conducting the interview. The structure of the interview (number of interviewers, questions, time, and criteria for selection) shall be the same for all interviewed employees for the same vacancy. The interview process shall be fair and transparent.

8.1.3 Notification Requirement

All applicants and interviewed candidates not selected for the position shall be notified of their non-selection in a timely fashion.

8.2 Certification Requirements

Employees shall be hired, assigned, or reassigned in keeping with their certification and applicable Florida certification statutes as are in effect whenever possible, except in the case of a reduction in force or in extenuating circumstances at which time the Board shall make such decisions as are necessary for the efficient operation of the schools.

8.2.1 Timeline for Conditional Certifications and Endorsements

A newly-hired employee shall have two (2) years to complete endorsements or certifications that are an original condition of hire. An educator’s failure to complete required-for-continuance endorsements or certifications related to qualifying the teacher as in-field for the original (upon hire) teaching assignment may lead to non-renewal of that teacher’s contract. Among these possible requirements are statutorily-mandated ESOL, reading endorsements, and subject-specific certifications. The Board may identify and pay for a particular provider of coursework and/or professional development for newly-hired teachers. Should the Board provide timely notification of this identification and funding, the newly-hired teacher will complete the coursework and/or professional learning through this Board-funded method.

8.2.2 ESOL or Other Statutorily Mandated Certification(s)/Endorsement(s) Timeline

A teacher with greater than two (2) years of service with the Board, needing the ESOL endorsement, subject-specific certification(s), or other statutorily-mandated certifications(s)/endorsement(s), must complete three (3) semester hours toward the requirements within two (2) years of the date of notice by the Board, provided this timeline complies with State of Florida Statutes and/or administrative rules. At least three (3) semester hours must be completed each calendar year, thereafter, until all requirements are complete. Extenuating circumstances may be appealed to Human Resources. Failure to complete these requirements may result in the teacher's being involuntarily surplused or transferred as provided elsewhere in this contract.

8.2.3 Safety & Security Training

The employee is responsible for attaining and maintaining all safety & security certifications and attending all applicable safety & security trainings required by the State of Florida and Charlotte County Public School System. Such certifications and/or trainings are considered part of an instructional employee's certification and a failure to maintain such certifications and/or trainings is to be considered without appropriate certification.

8.2.4 Right to Drop Certification(s)

Instructional staff may elect to drop a certification they presently hold. However, if a certification/endorsement is required for a course that the instructional staff is currently teaching, the instructional staff may only drop that certification following the completion of that school year.

8.2.5 Out-of-Field Assignments

The Parties agree that all efforts will be taken to avoid an out-of-field assignment. Any employee who has an out-of-field assignment shall not suffer a contract-termination or non-reappointment by virtue of being assigned out-of-field.

8.2.6 Consecutive Years in Out-of-Field Assignments

In accordance with Florida Statute and Department of Education-Administrative Rules, an instructional staff who is assigned to teach out-of-field for a second consecutive year shall be the subject of discussion for remedy between the Board and the Association to return that instructional staff to the area of certification as soon as practicable, but no later than the following year.

8.3 Summer School (Summer Reading Camp)

The hiring of instructional staff will be based on the following qualifications in order of priority:

- Reading Endorsement/Certification
- Dual Certification (Elementary and ESE)
- ESOL Endorsement
- Highly Effective or Effective Evaluation
- Experience in the Grade Level Band (K-3 and 4-5)
- Seniority

The reduction of instructional staff will be contingent on student enrollment and will be conducted in reverse order of priority beginning with seniority within the grade level band. Instructional staff work a 7.5-hour day. Instructional staff will be compensated with their hourly rate for a 7-hour day and have a

30-minute unpaid, duty-free lunch. Instructional staff must commit to the entire working period of Elementary Summer Camp. Instructional staff who are selected and subsequently take leave may be barred from consideration in the future. Any requests for time off during the Summer Camp will be leave without pay.

8.3.1 Contingent Nature of Positions

Filling of summer school vacancies is contingent upon enrollment. Elementary School Programs shall be posted for the purpose of bidding on summer school assignments as being split between primary and intermediate grades. Primary grades shall include kindergarten to third grade. Intermediate grades shall include grades four and five.

8.3.2 Seniority

Seniority shall be decided as the date of hire in Charlotte County as found in the collective bargaining agreement. In order to be eligible for a position in either of the above two (2) described areas, the individual teacher shall have taught in one of these areas in the last three (3) years.

8.4 Non-Bargaining Unit Employee Return to Bargaining Unit

A CCPS employee who returns to the bargaining unit after service outside the bargaining unit shall:

- serve in a non-bargaining unit position (e.g., as a substitute or a temporary employee) until the contract concludes;
- apply for a vacant teaching position when the contract concludes, and be subject to the hiring and selection criteria in accordance with provisions of this contract;
- receive full credit for all years of experience as a bargaining unit member only;
- upon return to teaching, receive the same number of years credited for teaching (in and outside the district) for purposes of salary placement, as the employee was granted when the employee exited the bargaining unit.

ARTICLE IX – INDIVIDUAL CONTRACTS

Probationary, annual contracts, continuing contracts, and professional service contracts shall be governed according to the provisions of Florida Statutes as currently enacted or as hereafter amended.

9.1 PROBATIONARY CONTRACT STATUS

A probationary contract employee may be dismissed without cause or may resign without breach of contract.

9.2 ANNUAL CONTRACT STATUS

Any employee hired after July 1, 2011, and after successfully completing a probationary contract, shall have annual contract status in accordance with Florida Statute and, as such, shall have no expectation of guaranteed employment beyond the term of the contract year in which s/he is hired. Such an employee may be non-renewed without just cause. An annual contract means an employment contract for a period of no longer than one (1) school year which the Board may choose to award or not award without cause. Any instructional staff with an annual contract may be suspended or dismissed at any time during the term of the contract for just cause per Florida Statute.

9.3 CONTINUING CONTRACT OR PROFESSIONAL SERVICE CONTRACT STATUS

A contract issued to a teacher prior to July 1, 2011, that renews each year until such time as the instructional staff resigns or is terminated in accordance with Florida Statute or opts into the performance pay schedule, thereby relinquishing his or her continuing contract or professional service contract. A continuing contract or professional service contract employee whose contract is terminated by the Board during the term of the contract may contest the termination by electing to use either the grievance procedure contained in this contract or the administrative hearing procedure provided in Florida Statutes.

ARTICLE X – EMPLOYEE PROFESSIONAL APPRAISAL AND LEARNING

10.1 Philosophy / State Mandate

In pursuit of success for all, the evaluation system addresses the professional responsibilities of honing the teacher craft through the use of, reflection upon, and effective or highly effective performance of instructional strategies. The goal of Charlotte County Public Schools is to encourage professional dialogue and professional growth that leads to academic success for all students. According to F.S. 1012.34 and Rule 6A-5.030, F.A.C., the evaluation instrument will be defined in the Instructional Evaluation System Template (IEST) as provided by FLDOE and can be found in the Appendix. The Association shall maintain representation on the District Evaluation Committee as outlined in School Board policy 3220 and any subcommittees with at least 3 members and equivalent to administrative representation. An IEST Handbook will be jointly created to outline specifics for instructional staff and applicable administrators.

10.2 Instruments

Instructional staff are observed during at least one announced formal observation during the school year. Informal observations/walk-throughs, announced and unannounced, may be conducted at the discretion of the observer/supervisor. Supervisors assign ratings during both formal and informal observations. Employees shall be directed to review their job descriptions and evaluation processes through the CCPS website. The categories of ratings and evaluations are associated with mathematical values, according to the following charts:

RATING CATEGORY	VALUE	Final Evaluation Category in alignment with FLDOE Statutes
INNOVATING	4	Highly Effective
APPLYING	3	Effective
DEVELOPING	2	Needs Improvement
BEGINNING	1	Unsatisfactory
NOT USING	0	

Evaluation Component	Percentage of Evaluation
Part I Instructional Practice	41%
Part II Deliberate Practice	25%
Part III Student Performance Measure	34%

10.3 Significant Digits

For the purposes of calculating the final overall score, the score shall be expressed with three significant decimal places (or 4 significant digits) with the ten-thousandths digit serving as the rounding digit (up from five [5] or down from four [4]), and being dropped off of the final score.

10.4 Roster Verification

DOE requires the Roster Verification be completed twice a year. Instructional staff shall work with the school administration to verify the students on their rosters in accordance with FLDOE requirements. All students not enrolled during both FTE reporting windows can either all be included (in whole) or eliminated (in whole) from Part III of the evaluation.

10.5 PART I (Instructional Practice)

Part I will rely forty-one percent (41%) upon administrator observations of instructional staff-demonstrated use instructional strategies. The trained-administrator scoring this instructional delivery shall result from (but not be limited to) an administrator-review of the instructional staff data, artifacts, anecdotes, and demonstrations. Instructional staff may submit evidence to demonstrate use of instructional strategies that may not have been observed by the administrator. This does not negate the necessity for an administrator to conduct an in-person observation of the employee. While instructional staff are granted the opportunity to provide evidence and artifacts to support a given rating for an instructional strategy, the observer/evaluator retains the sole right to assigned the final rating for each element.

10.6 Part II (Deliberate Practice)

Part II will rely twenty-five percent (25%) upon an instructional staff's self-identified (deliberate practice) instructional strategy with which the instructional staff hopes to become more adept in its application. The trained-administrator scoring this instructional delivery shall result from (but not be limited to) an administrator review of the instructional staff's data, artifacts, anecdotes and demonstrations. Instructional staff may submit evidence to demonstrate use of instructional strategies that may not have been observed by the administrator. This does not negate the necessity for an administrator to conduct a personal observation of the instructional staff. While instructional staff are granted the opportunity to provide evidence and artifacts to support a given rating for instructional strategy, the observer/evaluator retains the sole right to assign the final rating for each instructional strategy.

10.7 Part III Student Performance Measures (SPM)

Part III of the evaluation, worth 34% of the overall score, is based on student performance measure and must include growth or achievement data of the instructional staff's students over the course of three years. This calculation will include the prior two years of SPM in the average where the oldest of the three previous years' scores is dropped from the calculation to become a rolling three-year average of the most recent three years as required by Florida statute. Student performance measure options will be outlined in the IEST annually.

10.8 Non-Classroom Instructional (NCI) Staff

For Non-Classroom Instructional employees including all instructional staff who do not serve as a Teacher of Record for students, an alternative Part 1 portion shall be used. The Florida Educator Accomplished Practices (FEAP) will be utilized in place of the classroom teacher instructional strategies.

Deliberate practice will comprise the same percentage and will also use the FEAPs, and the student performance measure for all NCIs will be the school or district grade, respective to the assigned location.

10.9 Special Circumstance Appraisal

Due consideration shall be given to an employee's appraisal in the following circumstances:

- When the employee is assigned out of field.
- When the employee has invoked the Teacher Protection Act.

10.10 End-of-Year Conference

Preparation of data for a summative end-of-year conference with the instructional staff's supervisor, shall be the responsibility of the instructional staff. This conference shall occur within four weeks of the receipt of the student data, mutually scheduled by evaluator and instructional staff. At the conclusion of the end-of-year conference, instructional staff shall be required to confirm their final evaluation document(s) electronically.

10.11 Rebuttal and Appeals Process

The evaluation system shall contain a rebuttal and appeals process for the formal observation/evaluation of instructional staff. The instructional staff have the right to present artifacts to demonstrate performance in meeting the expectations of the instructional strategies when the observer/evaluator was not present.

10.11.1 Requirements

The instructional staff may appeal the overall or any combination of the three-part score that comprises the evaluation rating: Part I and/or Part II and/or Part III.

- The appeal should be directed to the evaluation Appeal Committee, in writing, dated and signed.
- The preparation of the appeal falls entirely upon the appellant-instructional staff.

The Evaluation Appeals Committee shall consist of at least three (3) members required to attend the appeal hearing: administrative evaluator, site-principal, human resources representative, and a representative from the Association, when applicable.

10.11.2 Process

The committee will examine the details of each evaluation part's score:

- Part I: Instructional Strategies
- Part II: Deliberate Practice
- Part III: Student Performance Measure

The appellant instructional staff will present to the committee a recount of the evaluation as it necessitates a score change.

The committee will determine, after hearing the instructional staff-appellant's review of the score, if:

- Student class composition in the appellant's teaching assignment contributed to a depressed (low) part III score.
- Insufficient recognition was given to teaching behaviors (evidence of the instructional strategies) and/or insufficient crediting of artifacts.

- Insufficient recognition of the deliberate practice: behaviors, rating, data, or artifacts.
- There are other reasons reached by consensus of the evaluation appeals committee.

The committee will hear any impacting factors addressed in any statement offered by the evaluator who attends the hearing. The evaluator’s statement may be either supportive or differ from the instructional staff-appellant’s statements. The evaluator’s statements must be from personal knowledge and/or previously provided documentation.

- Discuss in an open forum the merits of the instructional staff-appellant’s case, if any.
- Render a decision on the merits of the case, recommending one of the following:
 - The appeal is denied without comment by the committee.
 - The appeal is denied with comment: all earned scores remain static.
 - The appeal is upheld: a new computation of a (part I, II and/or III) score. This may include movement from one category to a higher rating (e.g. “needs improvement” to “effective”).
 - The appeal is upheld with reason and recommendation.

Regardless of the outcome, the instructional staff may be encouraged to enter the Coaching, Assisting, and Supporting Teacher (CAST) Program.

10.12 Coaching, Assisting, and Supporting Teachers (CAST)

CAST is unavailable to a first-year (net / probationary) instructional staff. The parties agree that CCPS instructional staff need ongoing support and training to maintain and improve skills and strategies for instructional success with students. Student achievement data serves, in part and from varied sources within and beyond the classroom, to inform instructional staff about instructional effectiveness.

Mastery and use of instructional strategies are central to success in the evaluation for assessing instructional staff’s performance; when effective (and highly effective) scores are earned in relation to instructional staff use of instructional strategies, student improvement measures tend to follow. CAST assistance is offered in three distinct approaches, from (a) informal to (b) formal to (c) highly formal 90.

10.12.1 INFORMAL CAST

Informal CAST occurs when an instructional staff and/or the administrative evaluator identifies a need for improved performance on the part of the instructional staff. If the instructional staff initiates the request for help, the first offer of help shall be informal CAST. Signs that informal CAST may be needed include:

- The instructional staff has earned or is earning a GPA equivalent of 2.499 or lower in Part I instructional strategies-use and in completion of the Part II (deliberate practice) element.
- An instructional staff is struggling in progressing from “not-using” to “beginning” and/or “developing” in performance against observed and practiced instructional strategies.
- Human Resources and the Association, when applicable, will, after an analysis of reported observational data, and by April 15 of each year, alert an instructional staff and the respective evaluator that an educator’s Part I and Part II scoring components signal possible low-performance on the final evaluation scale.
- A determination by the evaluator that the instructional staff is not moving from the initial stages of attempting to meet the standards of instructional strategy-use to the more advanced and successful application of instructional strategies and delivery.
- Pre- and post-conferences indicate that the instructional staff would benefit from more dialogue, observation, and feedback. Performance measures may not yet be dire, and

improvement is sought by both instructional staff and evaluator through an informal process of providing closer monitoring, more frequent communication, and other support (e.g. professional learning).

- An instructional staff who finds difficulty in the regular accomplishment of one (or more) of the following:
 - Planning and delivering standards-based lessons with instructional strategies that serve to stimulate and augment student learning and/or engagement in the classroom.
 - Establishing an orderly environment of clear expectations that include regular progress-monitoring feedback to students.
 - Connecting students' prior learning, new content and knowledge, appropriate skills and strategies, and higher-order-thinking to the lesson.
 - Engaging students of diverse interests and abilities.

The instructional staff may approach any member of the administrative team to begin the informal CAST process; however, the administrator will assist in directing the instructional staff to the member of the administrative team who may best provide the specific support and assistance, based on the instructional staff's needs. After conversation between the instructional staff and evaluator, the two shall mutually select no more than three instructional strategies as a focused plan for improvement. The goal of the informal CAST process is that the instructional staff and evaluator work together, utilizing other resources as mutually determined, to support and encourage instructional improvement as measured by the instructional strategies rubric. Any notes, documents, recommendations, assistive material, and dialogue between the evaluator and the instructional staff are maintained locally, but will not be added to the personnel file through the informal CAST process.

The informal CAST process proceeds until either: (1) sufficient progress is attained and there is no longer a need to continue with informal CAST or (2) insufficient progress has occurred and the evaluator has determined that the instructional staff should move to formal CAST.

10.12.2 Formal CAST

Formal CAST may occur if:

- Informal CAST proved unsuccessful.
- An instructional staff's performance in the use of instructional strategies is declining in effectiveness.
- An instructional staff's most recent overall evaluation rating has led to at least two needs improvement and/or unsatisfactory in the past three (3) years.
- An instructional staff has earned or is earning a GPA equivalent of 2.499 or lower in Part I instructional practice-use and in completion of the Part II (deliberate practice) in the past two (2) years.
- An instructional staff who finds difficulty in the regular accomplishment of one (or more) of the following:
 - Planning and delivering standards-based lessons with instructional strategies that serve to stimulate and augment student learning and/or engagement in the instructional staff's classroom.
 - Establishing an orderly environment of clear expectations that include regular progress-monitoring feedback to students.
 - Connecting students' prior learning, new content and knowledge, appropriate skills and

strategies, and higher-order-thinking to the lesson.

- Engaging students of diverse interests and abilities.

When the evaluator assigns the instructional staff to formal CAST help, the instructional staff is notified in writing and the following team forms to provide clear expectations, support, and structure:

- Instructional staff
- Evaluator (chair)
- Instructional leader
- Peer teacher-mentor
- A professional learning resource person
- Association president or designee when applicable
- An HR representative (facilitator)

The team authors the plan with marked reliance upon the evaluator and instructional staff for the formal generation. The HR representative will record notes for each meeting, focused on the documented level of progress by the instructional staff. Benchmarks for expectation and accomplishment are written into the plan. As long as the instructional staff is accomplishing the benchmarks, successfully and in a timely way, that instructional strategies is satisfying the conditions of the plan and is moving toward exit from the plan. Instructional staff-demonstrations of meeting goals in the plan may include:

- Referencing standards in lesson preparation
- Including instructional strategies in lesson preparation
- Developing detailed lesson plans in advance of a presentation
- Setting learning goals, expected for students
- Generating and examining data, based on assessments
- Reviewing observation-data and anecdotal evidence prepared by the evaluator and provided on a regular basis
- Reviewing evaluator's monthly scores on the instructional staff's progress to affirm or deny improvement: completed plans, observations and the ratings, student assessments, and presence of instructional strategies and state-standards in the instructional staff's work

The plan runs no fewer than five (5) months and no more than ten (10) months (always concluding the last calendar workday in May).

10.12.3 Highly Formal CAST 90

This third-cast placement is mandatory for instructional staff who are not annual-contract status and who have been deemed unsatisfactory or whose most recent overall evaluation ratings have led to at least two needs improvement ratings in the past three (3) years. This third cast placement into the Highly Formal CAST 90 is specifically mandatory for professional service contract instructional staff in accordance with Florida statute (1012.34). The process for highly formal CAST is as follows:

1. Written notice* of the placement of a non-annual-contract status instructional staff into the 90-day program (consecutive calendar workdays not including holidays and school vacations) shall be from the evaluator; the notice must describe such unsatisfactory performance and include notice of the following procedural requirements. (*This notice shall occur not later than December 1 of the school year in which unsatisfactory performance-indicators are identified.)

2. The evaluator must meet with the non-annual-contract status instructional staff, outlining the specifics of unsatisfactory performance and the steps to be taken by the instructional staff to overcome the unsatisfactory performance.
3. The principal leads a support team that is fully responsible for the 90-day plan and content. The team shall include, but not be limited to:
 - a. Instructional staff
 - b. Association representative, when applicable
 - c. Evaluator: note that this person is the chair of the committee and is responsible for regular observations of the instructional staff, resulting in regular feedback to the instructional staff regarding the progress or lack thereof
 - d. Instructional Leader
 - e. Peer teacher-mentor
 - f. An HR representative
 - g. A professional learning resource person
4. Holidays and school vacation periods do not count in the 90-calendar day window, but regular school calendar work days do count in the 90-day window.
5. The plan is to be based in:
 - a. Documented improvement in instructional planning
 - b. Instruction that is Florida Department of Education (FDOE) standards-based
 - c. Demonstrated and effective use of instructional strategies
 - d. Instructional staff-written assessments of student learning as a result of instruction
 - e. Instructional staff-prepared grading and analysis of student learning because of these assessments
6. Successful scoring of instructional effectiveness under the observation and performance-based assessment by the principal, including preparation for and dialogue in pre- and post-conferences, periodically (at least once in the first 45 days and at least once in the second 45 days, concluding on or before day 90), during the 90-day window.
7. See statutory language: within 14 days after the close of the 90 calendar days, the evaluator must evaluate whether the performance deficiencies have been corrected and forward a recommendation to the superintendent.
8. Within 14 days after receiving the evaluator's recommendation, the superintendent must notify the instructional staff in writing whether the performance deficiencies have been satisfactorily corrected and whether the superintendent will recommend that the Board continue or terminate the employment contract.
9. If the employee wishes to contest the superintendent's recommendation, the employee must, within 15 days after receipt of the superintendent's recommendation, submit a written request for a hearing. The hearing shall be conducted at the Board's election in accordance with the following procedure:
10. A direct hearing will be conducted by the Board within 60 days after receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of ss.120.569 and 120.57. A majority vote of the membership of the Board shall be required to sustain the

superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

10.13 No Renewal Right

Pursuant to Florida Statutes, nothing in this Article shall be construed to grant an annual contract employee a right to continued employment beyond the term of the contract, nor shall anything in this Article be construed to grant any right to continued employment for employees serving within the one-year probationary period pursuant to Florida Statutes.

ARTICLE XI – NOTICE OF NON-RENEWAL

Any employee whose contract will not be recommended for renewal the next school year shall be notified of such recommendations not later than the April 15. Such employee shall be granted a conference with the Superintendent or principal upon written request. Probationary or annual contract instructional staff who have received notice of non-renewal may apply for other open positions within CCPS with no promise of a position in the future.

ARTICLE XII – PERSONNEL FILES

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

ARTICLE XIII – WORKDAYS AND HOURS

13.1 Length of Workday

The instructional workday shall consist of eight and a half (8.5) hours, including an unpaid lunch of thirty (30) minutes. Instructional Staff shall have a self-directed professional learning time of fifteen (15) minutes per day. In-service activity and faculty meetings may extend beyond the workday for unusual circumstances. Exceptions to the workday, on occasion, may be made for unusual circumstances.

13.2 Faculty Meetings

Instructional staff must attend faculty meetings. Faculty meetings shall be confined to issues necessary for the operation of the site which cannot be communicated through written and/or electronic means or instructional leaders. Faculty meetings shall be scheduled as often as the principal, immediate supervisor, or the Superintendent deem necessary. A minimum notice of one (1) workday shall be given prior to each meeting, except in emergency situations. The Board and the Association acknowledge that instructional staff time for planning is essential to the achievement of student success and the achievement of the District Strategic Plan. The Board will take every step to require principals to minimize meetings by utilizing tools such as early agendas, and more effective and frequent use of electronic means.

13.3 Meeting-Free Day

Through each school's site-based PPC, a regular week day shall be identified and deemed to be meeting-free as much as is practicable for the safe and efficient operation of the school. The faculty shall vote on the PPC recommendation. This provision shall not include IEP and 504 meetings as provided elsewhere in this contract. Additionally, meeting-free days shall not interrupt or otherwise interfere with testing.

13.3.1 Starting and Ending Time

The starting time and ending time of the workday for instructional staff at each school shall be recommended by the faculty PPC, and the faculty shall vote on the PPC recommendation. If the recommendation receives a majority vote, the recommendation will be submitted to the Superintendent for approval.

13.4 Duty-free Lunch

All instructional staff shall have a duty-free lunch of at least thirty (30) minutes during each regular workday. The time for lunch periods will be determined by the principal. The principal shall consider instructional staff requests when setting the times. In urgent, unscheduled circumstances, the principal may require the performance of some duties during a lunch period.

13.5 Supervision of Students

Although the primary responsibility of the instructional staff is concerned with the classroom, the responsibility of supervising students at all times is necessary. Auxiliary personnel will be utilized to perform non-instructional duties as much as possible. If it is necessary to assign instructional staff to

non-instructional duties, this shall be done on an equitable basis. The faculty may submit recommended duty assignments to the principal who will consider such recommendations when making duty assignments.

13.6 Planning Period

13.6.1 Elementary Schools

Instructional staff at the elementary level shall have a planning period of at least forty (40) continuous minutes during the student day.

13.6.2 Secondary Schools

Teachers at the secondary level shall have a continuous planning period equal in time to one (1) class period during the student day. Teachers who teach during their planning period shall be paid an additional hourly rate of \$5.10 during any pay period in which the instructional staff teaches during a planning period. The times between class changes are not considered planning periods and instructional staff are required to help supervise during these time periods.

13.6.3 Adult Education and Charlotte Technical College

Instructional staff shall have a planning period of at least thirty (30) minutes daily as long as the PPC has devised a plan to assure that students are supervised at all times.

13.6.4 Collaborative Planning

Through each school's site-based PPC, a regular week day shall be identified for collaborative planning with a maximum of one collaborative planning session per week. The collaborative planning schedule shall be adhered to by all instructional staff and must be focused on District Strategic Plan initiatives.

13.7 Additional Days

Nothing herein shall be construed to prohibit the Board from offering an extended contract to instructional staff. Such additional days shall be paid according to the salary schedule.

13.7.1 Student/Parent Conferences

Except as required by law, all in-person parent/teacher conferences shall be held at district facilities during an instructional staff's workday; however, in rare circumstances, with consent of the instructional staff and the presence of an administrator at the facility, a parent/teacher conference may be scheduled outside the instructional staff's duty day.

13.7.2 IDEA/ADA Mandated Meetings

As required by Federal law, instructional staff are expected to attend/participate in such meetings. Every effort shall be made to schedule these meetings at the convenience of the team, and not during an instructional staff's lunchtime.

13.7.3 Emergency Reassignments of Duties

The principal may reassign any instructional staff to meet an emergency situation.

13.8 Pre-School Instructional Staff Workdays

At least fifty percent (50%) of pre-school workdays shall be available to instructional staff for planning and preparation time. Such time shall be given in whole day increments; any time above whole day increments shall also be scheduled in a block. The principal may call a meeting of no longer than sixty (60) minutes each day during the planning and preparation time allocated to instructional staff.

13.9 Scheduling

Secondary instructional staff shall teach no more than six (6) out of seven (7) instructional periods within the areas of certification, except as provided by law. The seventh period shall be available for a planning period in accordance with Article 13.6: Planning Period.

13.10 Early Release Days

When an early release day is included in the Board approved school calendars, instructional staff - shall participate in professional learning as directed by the principal/supervisor in coordination with the school/worksites PPC. The use of personal time will not be approved on identified early release professional learning days.

ARTICLE XIV – CONTROL AND DISCIPLINE OF STUDENTS

14.1 Control of Students

Subject to law and to the rules of the Board, each instructional staff shall have such authority for the control and discipline of students as may be assigned by the principal or designated representative and shall keep good order in the classroom and in other places to which the employee is assigned to be in charge of students. Instructional staff actions under this Article shall be in conformance with the duly adopted Code of Student Conduct, which shall be distributed to employees at the beginning of each school year. Any instructional staff who removes 25% (twenty-five percent) of his or her total class enrollment shall be required to complete professional development to improve classroom management skills. Additionally, actions shall conform to applicable provisions of Florida Statute 1003.32, and specifically implementing the below referenced sections of 1003.32 (4.) (5.) as follows:

14.1.1 Teacher Protection Act

When an instructional staff invokes the Teacher Protection Act through formal written notice to the principal, the affected student shall be immediately removed from the instructional staff's classroom. The Placement Review Committee shall be immediately convened and make a recommendation within the required five (5) day (business days) time period. In cases of ESE students, the IEP committee shall be convened immediately and make a recommendation to the Placement Review Committee within the required five (5) day (business days) time period. If, however, the removal of an ESE student constitutes a change in placement within the meaning of the IDEA, the principal and instructional staff will meet to discuss other options. If a situation arises that may necessitate variance from the agreed upon procedures, the Association shall be informed and consulted prior to the implementation of any alternative strategies or actions. Also pursuant to section 1003.32 (6.), the teacher representatives (reserved for selection by instructional staff) to serve on a Placement Review Committee shall be elected by the Association at each site. CCPS shall provide to the Association a list of the members of the Placement Review Committees from each work site no later than September 1st of each year.

14.1.2 Temporary Exclusion of Students

The Board acknowledges the desirability of giving reasonable support and assistance to instructional staff with respect to proper maintenance of control and discipline in the classroom. Instructional staff shall have the right to exclude, temporarily, a student from class when the misbehavior or disruptive effect of the behavior makes the continued presence of the student in the classroom detrimental to the success of other students after the exercise and conclusion of an assertive discipline plan.

ARTICLE XV – TRANSFERS AND REASSIGNMENTS

15.1 Transfers

15.1.1 Voluntary Transfers

Any instructional staff may, at any time throughout the school year, request a voluntary transfer by applying online for the position.

Qualifications

Qualifications shall be as listed in Article VII. If two applicants are of equal qualifications, seniority shall be the deciding factor.

Filling of Vacancies

Upon selection for the position by the receiving principal, the instructional staff shall be released; however, the date of such release will be the decision of the receiving and sending principals. The time frame for such release shall not exceed thirty (30) workdays. Human resources representative shall ensure the timeliness of transfers.

No Bumping

This procedure for voluntary transfer shall not apply to reduction in force and does not permit bumping in any of the foregoing provisions.

15.1.2 Involuntary Transfers

Involuntary transfers shall not be made for arbitrary and capricious reasons. However, at times, involuntary transfers may be necessary. Such times reflect extenuating circumstances that would necessitate such action for cause (See Article IV, Association rights, for exemptions for Association officers and lead reps).

15.2 Voluntary Reassignment

15.2.1 Employee Requests

Voluntary reassignment requests for changes in grade level and other assignments within a school shall be submitted by instructional staff assigned to that school. Such requests shall be subject to approval by the building principal.

15.2.2 Filling of Vacancies

Vacancies filled under this provision must be of like positions for example: instructional staff to instructional staff. The resultant vacancy shall be posted and filled according to the provisions stated in Articles VII and XV.

15.2.3 No Bumping

This procedure for voluntary reassignment shall not apply to reduction in force and does not permit bumping in any of the foregoing provisions.

15.2.4 Involuntary Reassignments

Involuntary reassignments are not made for arbitrary and capricious reasons. The principal of a school may involuntarily reassign instructional staff internally for sound educational reasons.

15.2.5 Special Assignments

An instructional staff who has been placed on special assignment shall be returned to the school they left and to a position for which they are qualified when the assignment ends.

ARTICLE XVI – UNIT LOSS

16.1 Unit Loss

16.1.1 Determination of Timeline

Deadline

CCPS and Association shall 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 instructional staff and vacancies to Human Resources and Association representatives meeting with surplus instructional staff, posting vacancies, application/interview/selection process, instructional staff in the pool selecting positions, deadlines for selection and placement.

Roles of Finance, HR, and the Association

The Finance department will prepare the school/department allocations and submit them to Human Resources. The Association will be notified of unit losses prior to notification of any individual instructional staff.

16.1.2 Process

Should a school lose positions from the current year's allocation, the following will apply:

1. The principal shall ask if any current instructional staff would voluntarily enter the surplus pool. Such volunteers may enter the pool, provided an effective or higher evaluation was received and has certification in the area of unit loss.
2. Any probationary contract instructional staff or rehired retiree for whom there is no position at the site will not be reappointed for the next school year and shall be notified by the principal.
3. Any annual contract instructional staff for whom there is no position at the site shall be placed in a pool of surplus instructional staff, provided the instructional staff has received an effective or higher evaluation and has been recommended for contract renewal.**
4. In the event there are no annual contract instructional staff at a site that has a loss of units, PSC/CC instructional staff will be placed in the pool, if there was an effective or higher evaluation.**
5. An instructional staff who has been identified for the Unit Loss Surplus Pool shall have the one-time right to bump a less senior instructional staff according to the following:
 - a. A seniority list of all instructional staff who have been identified for Unit Loss shall be developed indicating CCPS seniority, certification. The number of instructional staff in each area of certification for Unit Loss shall likewise determine the number of instructional staff with the least CCPS-wide seniority to be placed on the Unit Loss Bumping List for that area of certification. Vacancies in that area of certification shall also be noted on the Unit Loss Bumping List.
 - b. The most senior instructional staff on the Unit Loss Surplus Pool List by area of certification shall have the one-time right to bump any instructional staff on the Unit Loss Bumping List or choose a vacancy if available. The displaced/bumped instructional staff shall now move to the Unit Loss Surplus Pool list.

- c. Instructional staff who have been placed in the Unit Loss Surplus Pool list by area of certification shall have the one-time right to bump any instructional staff on the Unit Loss Bumping List or choose a vacancy if available. The displaced/bumped teacher shall now move to the Unit Loss Surplus Pool list.
- d. Instructional staff who have been placed in the Unit Loss Surplus Pools 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 Board shall acknowledge Hardship Considerations (see provision 16.2 below).
- e. Once all instructional staff on the Unit Loss Surplus Pool list have exercised or declined their one-time right to bump, the Unit Loss Surplus Pool list shall be final and subject to the Surplus Pool Placing Procedures Below.

******The criteria for identifying individuals for the pool of surplus instructional staff at a site shall be: certification, endorsement, and CCPS seniority in the bargaining unit. Officers or lead representatives of the Association shall be considered having the greatest seniority for purposes of entering the pool.

16.2 Surplus Pool Placing Procedures

The process for placing the surplus-pool instructional staff is as follows:

1. By the mutually agreed-upon date, schools shall submit to Human Resources the names of surplus instructional staff and vacancies for the coming year.
2. Principals shall notify instructional staff of their placement in the surplus pool, and the one-time bumping process shall begin. Once that process is completed as outlined in provision 16.1.2 above, the Unit Loss Surplus Pool list shall be considered final.
3. Until the surplus instructional staff are placed, hiring and transferring in the surplus area(s) of certification and/or positions for which the surplus instructional staff are certified, shall be frozen.
4. A meeting will be scheduled by the Association and HR during the mutually agreed-upon time period to review the steps and process for the surplus pool and to update contact information for the summer. Members of the Surplus Pool bear responsibility for providing the Board with current contact information (including summer contact information). Pool members' attendance at the meeting is recommended but not required.
5. Members of the pool shall apply online for vacancies in which there is interest. Principals shall select from those applicants. The application, interview, and process shall be completed with five (5) business days from the posting of vacancies. During this period, instructional staff have the option of declining positions that are offered to them by principals.
6. For any vacancies that remain unfilled after the application/interview/selection process, instructional staff in the pool shall select from the list based on certification(s), and CCPS seniority in the bargaining unit. During this step, any surplus instructional staff who refuses to select a position for which certificated shall no longer be in the surplus pool and said instructional staff's employment shall be terminated.
7. On or after the mutually agreed-upon date, CCPS may lift the freeze for positions in which there are no certificated surplus instructional staff.
8. Any instructional staff in the pool who have not been placed in positions for which qualified based on certification(s), and CCPS seniority in the bargaining unit, shall be placed as instructional staff-on-special assignment until an appropriate position is available. In the alternative those instructional staff shall be placed in an instructional position out-of-field.

9. Instructional staff 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 HR 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 instructional staff's condition is one that should be considered under provisions of the Americans with Disabilities Act (ADA), the instructional staff will be directed to apply for an ADA accommodation with the CCPS EEO/ADA Coordinator.

ARTICLE XVII – REDUCTION IN FORCE

17.1 Reduction

17.1.1 Board Rights

Upon the recommendation of the Superintendent the right to reduce the size of the instructional staff work force is vested in the Board. The Association shall be notified in writing five (5) business days before the School Board acts upon the Superintendent's recommendation.

17.1.2 Definition

Any reduction in the number of district-wide positions in one or more areas within the bargaining unit, which would result in one or more instructional staffs being laid off. Any school-based loss of instructional staff based on enrollment shall not be construed as a Reduction-In-Force (RIF).

17.1.3 Process

CCPS will undertake non-renewal of instructional staff, hired after July 1, 2011, before reduction-in-force of professional service contract-instructional staff. The most recent performance-based evaluation shall determine the order of reduction of those teachers hire after July 1, 2011, with the lowest scoring-teachers selected for non-renewal first.

Probationary Instructional Staff

Probationary instructional staff identified for non-renewal shall be notified first and prior to executing the Reduction-In-Force.

Annual Contract Instructional Staff

Annual contract teachers identified for non-renewal shall be notified after all probationary instructional staff selected for non-renewal and prior to executing the Reduction-In-Force.

When determining instructional staff for lay-off who hold a probationary or an annual contract, CCPS shall consider (not in specific order):

- certification and endorsements;
- evaluation scores from the previous year;
- subject-area experience;
- programmatic consideration

Continuing Contract and Professional Service Contract Instructional Staff

Continuing Contract (CC) and Professional Service Contract (PSC) instructional staff with less than effective evaluations and CC/PSC with effective or higher evaluations shall be subject to lay-off only after all possible reduction has occurred in annual contract employees.

When CC or PSC instructional staff are laid-off, the criteria shall be:

1. Certification;
2. Subject area experience (including evaluation) within CCPS; and,
3. Evaluation score from the previous year.

Retiring Instructional Staff

Special consideration may be given to instructional staff within one year of retirement.

Bumping Rights

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.

17.2 Recall

17.2.1 Recall List

Only continuing contract- or professional service contract-instructional staff who have been laid-off and who have earned “effective” or “highly effective” scores on the most recent evaluation shall be placed on a recall list for a period of one (1) calendar year. Instructional staff who accept another position in the unit shall be removed from the recall list.

17.2.2 Notice of Recall

Human Resources shall give notice to instructional staff on the recall list before hiring a new instructional staff. Notice shall be sent by certified mail or by other confirmed means to the instructional staff address shown in personnel department records. Instructional staff must notify Human Resources of address changes. The notice will specify the position being offered. Instructional staff shall be recalled in inverse order of lay-off.

17.2.3 Response to Notice of Recall

Instructional staff must respond to a notice of recall within ten (10) business days after the notice is received by sending a letter by certified mail or by other confirmed means to Human Resources stating that the instructional staff accepts or rejects the position offered.

17.2.4 Loss of Recall Rights

If an instructional staff does not respond with ten (10) business days as provided in provision 17.2.3, the instructional staff shall lose all rights to recall and shall be deemed to have voluntarily resigned, unless the instructional staff can demonstrate evidence of an emergency.

17.2.5 Acceptance

If any instructional staff is certificated and meets the other qualifications established for the position, the instructional staff shall take the position offered or decline to take said position.

17.2.6 Final Offer of Recall

If the position offered is declined, the instructional staff shall have waived the right to the position offered and shall remain on the preferential hiring list until a second position for which said instructional staff is certificated and is offered. If the instructional staff declines the second offer, no further offer need be made, and the instructional staff shall lose all rights to recall.

17.2.7 Certification

Instructional staff are not required to accept positions for which not certificated, and the Board incurs no obligation to offer such positions to instructional staff. Instructional staff who hold more than one certification shall be entitled to positions other than the one for which the lay-off occurred, subject to the lay-off criteria.

17.2.8 Restored rights

Upon reemployment, all rights to salary, fringe benefits, and seniority shall be fully restored. Nothing in this section shall be construed to mean that back pay and benefits shall be granted.

17.2.9 Continuation of Benefits

Laid-off instructional staff may pay the total Board rate for premiums(s) for health, life, and any other benefits for a period of eighteen (18) months.

ARTICLE XVIII – NEW EDUCATOR TRAINING – NET MENTOR

18.1 Hiring Process

18.1.1 Notice

When a NET mentor position becomes available, instructional staff at the worksite will be notified.

18.1.2 Selection

Selection shall be made from within the building where possible or through the Division of Learning if the position must be filled on a system-wide basis, temporarily or permanently. Qualified mentors may apply for and be considered for the position of NET mentor. The principal shall select the NET mentor after consultation with the appropriate professional learning specialist. In reviewing the qualifications of mentors, the following criteria roles and responsibilities of NET mentors shall be considered:

- PSC/CC/AC instructional staff with at least three (3) years in CCPS
- Selection of the NET mentor should be a member of the mentee’s department/subject area/grade level unless there are no qualified or willing candidates
- Accomplished in the use of listening techniques, reflective questioning, collaborative planning, reflection and the use of case studies.
- Understands the content requirements of the Charlotte County NET Program.
- Completion of the most recent version of FLDOE Clinical Educator training or planned completion of the most recent version during the year in which the coach receives the supplement.
- Rated as “effective” or “highly effective” in his or her most recent evaluation.
- Has had no disciplinary offenses or ethical lapses in the previous five (5) years of CCPS service

Seniority

If two or more eligible mentors are equally qualified according to the criteria stated above, seniority shall be the deciding factor.

Distribution Equity

When possible, NET mentees will be assigned on an equitable basis, with one mentee being assigned to each interested and qualified mentor. If there are not enough willing or qualified mentors, a mentor can be assigned more than one mentee.

No Qualified Mentors

If no qualified mentors are available, the Board shall reserve the right to assign a qualified instructional staff from among the total certified bargaining unit staff.

Differentiated Pay

NET mentors will receive differentiated pay per mentee as provided in the negotiated salary-schedule.

18.2 Roles & Responsibilities of NET Mentor

- Provides collegial and technical support to NET mentee

- Participates in professional learning activities, which support the NET Mentor's role
- Meets regularly with mentee to support the development by providing instruction, feedback and counseling as well as recommending/providing resources
- Attends support team meetings
- Gives guidance in effective instructional practices and in making everyday decisions required in the classroom
- Model effective instructional strategies
- Maintains a professional attitude and ethical character in all aspects of teaching at all times
- Maintains a NET Mentor Log
- Participates in annual NET Program Review
- Is not a participant in the evaluation process

ARTICLE XIX – LEAVES

The Board and the Association acknowledge that instructional staff are professionals under the FLSA (Fair Labor Standards Act) and as such are not hourly employees. On rare occasions when an instructional staff must be absent for less than two hours, and if no substitute is required or if from time to time there is voluntary internal coverage among instructional staff, the absent instructional staff may be gone without charging the absence to sick leave. Instructional staff must sign out prior to leaving and must sign in when returning under this provision. Comp time will not be provided in this situation. No leave granted under this Article may be used for Association purposes.

19.1 Sick Leave

19.1.1 Purpose

Sick leave may be used only by an instructional staff who is unable to perform 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. Any instructional staff who suffers the death of an immediate family member may opt to use sick time or leave without pay (max 2 days) and shall not be subjected to progressive discipline. Immediate family for bereavement shall be defined as the instructional staff's father, mother, brother, sister, spouse, child, or member of the instructional staff member's household. Proof of the deceased and the instructional staff's relationship to the deceased will be requested by the Board if the instructional staff is on a leave without pay status.

19.1.2 Accrual

Each instructional staff on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall thereafter earn one (1) day sick leave for each month of employment which shall be credited to the instructional staff at the end of that month and which shall not be used prior to the time it is earned and credited to the instructional staff. If any instructional staff terminates employment before earning the four (4) sick days available, the Board may withhold the average daily amount for sick days used but not earned. No instructional staff 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. There shall be no limit on the number of days of sick leave an instructional staff may accrue. The Board will not accept the transfer sick leave accrued in another district and/or by another employer.

19.1.3 Transfer of Sick Leave

A CCPS employee may authorize a spouse, child, parent, or sibling who is also a CCPS employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all the 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. 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. In accordance with Florida Statutes, sick leave transferred to another employee must be supported by official documentation from a treating physician. Should an employee fail to provide documentation, the sick leave will not be transferred.

19.1.4 Donation of Sick Leave

Instructional staff may donate (i.e., authorize transfer of) accrued sick leave in increments of one-half (1/2) or full days, to another Board employee, under the following conditions:

- The transfer relates to one of the following reasons:
 - when the recipient is unable to perform duties in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from work;
 - for the illness or death of the recipient's spouse, child, father, mother, brother, sister, other close relative, or member of the recipient's own household.
- The authorizing instructional staff must retain at least five (5) days of sick leave, as of the time of donation under this policy.
- In accordance with Florida Statutes, sick leave transferred to another CCPS employee must be supported by official documentation from a treating physician. Should an employee fail to provide documentation, the sick leave will not be transferred.
- The recipient will receive the donated sick leave at current rate of pay; the authorizing instructional staff will donate the leave at current rate of pay.
- Any transferred sick leave that is not used as anticipated shall be returned to the authorizing instructional staff, upon the recipient's return to work. In the case of multiple donors, the unused leave will be returned pro-rata to each donor.
- The recipient may not use the donated sick leave until accrued leave has been exhausted, excluding sick leave from a sick leave bank, if the recipient participated in a sick leave bank.
- Donated sick leave shall have no value for terminal pay.

19.1.5 Notice

Any instructional staff who finds it necessary to be absent from duties because of injury or illness shall notify the principal, if possible, the day before or at least one (1) hour before the beginning of the workday of the occurring absence.

19.1.6 Claims

Claims for sick leave must be filed in writing within five (5) workdays following the instructional staff's return from sick leave. The written claims should state the day or days absent, reason for absence, and whether the instructional staff is entitled to paid sick leave.

19.1.7 Prohibition

Instructional staff shall not claim paid sick leave for hours or days for which no paid sick leave is available. An instructional staff who has no sick leave available may apply for unpaid personal leave, as provided herein, requiring prior approval from the Superintendent. Instructional staff 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 personal leave, may be subject to progressive discipline: verbal warning, letter of reprimand, termination.

19.2 Family Medical Leave

An instructional staff who applies for leave under the Family Medical Leave must utilize all available leave time if the amount of sick time is less than or equal to the amount of FMLA leave granted. In

addition to the qualifications, benefits, and restrictions contained within the Federal Family Medical Leave Act (FMLA, 1993), all non-probationary instructional staff covered under this agreement shall be entitled to twelve (12) weeks of leave per year, provided the instructional staff has worked at least one thousand, two hundred fifty (1250) hours in the previous twelve (12) months. Instructional staff working fewer than this are not eligible for FMLA. Family Medical Leave will not be granted in an effort to avoid progressive discipline. Any instructional staff granted Family Medical leave while the subject of a personnel investigation must continue to participate in such an investigation including any related meetings, interviews, and hearings. If the instructional staff participates in meetings, interviews, or hearings while on Family Medical Leave, that time will not be paid unless the instructional staff is drawing upon sick leave in connection with the approved leave.

19.3 Maternity/Paternity Leave

Any full-time instructional staff 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 instructional staff claiming maternity/paternity leave within the same rolling year as Family Medical Leave may only be granted a total leave of one year, not one (1) year plus twelve (weeks).

19.4 Illness-in-Line-of-Duty

Any instructional staff shall be entitled to illness-in-line-of-duty leave when absent from 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 instructional staff 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 and if the opinion of the Board warrants 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 Association. The use of illness-in-line-of-duty leave or emergency sick leave shall result in no reduction of the instructional staff's accumulated sick leave. Instructional staff 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 facts, and that such claim is entitled to payment in accordance with the provisions herein and in accordance with Florida Statutes. When sick leave is exhausted, leave without pay for medical appointments authorized through workman's compensation injury shall not be subjected to progressive discipline.

19.5 Personal Leave

19.5.1 With Pay

Instructional staff 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) workdays before the leave would begin. The reason for this does not have to be stated.
- Instructional staff 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 can reasonably be expected under the circumstances. Emergencies such as canceled airline flights with no opportunity for rescheduling, or major weather conditions such as flood or hurricane, can be acceptable based on the facts of the situation and the proof submitted by the instructional staff. In all cases where this section is involved, acceptable verifiable proof is required in order for consideration for payment to be made by the Superintendent. If such day is not used as called for herein, it may be used as a personal day as provided in paragraph one (1) 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 instructional staff is receiving consulting fees or other compensation.

19.5.2 Without Pay

One-Year Leave of Absence

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. Such Leaves of Absence must be taken in the following increments: from the date of the request through the end of a semester, an entire semester, or an entire year. Leaves of absence shorter than these increments will not be considered for approval (unless it is associated with a qualifying FMLA reason). Leaves of Absence will not be granted if the instructional staff is the subject of a personnel investigation at the time of the request. If an instructional staff 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 instructional staff must participate in such an investigation including any related meetings, interviews, and hearings. If the instructional staff participates in meetings, interviews, or hearings while on an approved Unpaid Leave of Absence, that time will not be paid unless the instructional staff is drawing upon sick leave in connection with the approved leave.

Prohibition of Outside Employment

Personal leave shall not be granted to an instructional staff for the purpose of accepting any other employment. If an instructional staff accepts other full-time employment during a personal leave, the acceptance of such other employment shall be considered a resignation by the Board.

19.5.3 Limitations

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.

- Personal leave may not be used for days when an instructional staff is receiving consulting fees or other compensation.

- The use of personal time will not be approved on identified early release professional learning days.

19.6 Sabbatical Leave

Sabbatical leave may be approved by the Board under the following conditions:

19.6.1 Eligibility

After three (3) consecutive years of satisfactory service in Charlotte County, instructional staff may apply for a school year's leave of absence for the purpose of professional advancement.

Educational Preference

First consideration for sabbatical leave shall go to those applicants seeking professional advancement through graduate study.

19.6.2 Costs

Costs associated with the leave shall be borne entirely by the instructional staff-applicant for the leave if it is granted.

19.6.3 Half Pay

Instructional staff granted sabbatical leave may receive up to one-half (1/2) the contractual gross monthly salary which would be paid if not on a sabbatical leave. Any instructional staff granted sabbatical leave shall be required to sign a voluntary deduction/garnishment form and/or promissory note and/or contract to repay as per the option of the Board, which shall then take effect if said instructional staff does not fulfill the conditions of the sabbatical leave as contained herein.

19.6.4 Reinstatement

Sabbatical leave of absence is not to be considered a termination or breach of employment. Instructional staff shall be returned to the same building and department as before the sabbatical if:

- the course of study is directly related to work responsibilities;
- a request is made in writing at the time of application for leave.

Otherwise, the instructional staff shall be returned from such leave in compliance with the "return from leave of absence" provision. The period of such leave shall count as regular service for the purpose of retirement. However, the leave period does not apply to movement on the salary schedule or accrual of vacation or sick leave.

19.6.5 Applications for Leave

Applications for sabbatical leave must be filed with the Superintendent no later than four (4) calendar months prior to the beginning of the semester during which the leave would commence.

19.6.6 Obligation to Return

All instructional staff granted sabbatical leave must sign contracts for the school year following the expiration of their leave.

19.6.7 Limitation of Number of Leaves

The number of sabbatical leaves granted per year will be determined by the Board but shall not exceed one percent (1%) of the total number of employees.

19.6.8 Selection Process

Applications shall be considered by the Board and the selection made on the basis of the following criteria:

- Past service to the Charlotte County School System
- Potential for future contributions to the Charlotte County School System
- Qualifications and aptitude for graduate study or other professional improvement
- All qualifications are met by the applicant and the quota of one percent (1%) is not exceeded, leave shall be granted unless in the judgement of the Board, the economic condition in the district for the sabbatical year would not warrant such an expenditure.

19.6.9 Confirmation

Instructional staff applying for sabbatical leave to attend college must file, with the application, detailed information as to the type of college work anticipated for approval of the Board. Each employee on sabbatical leave shall earn the number of credit hours required of the average student enrolled at that institution taking graduate work for an advanced degree. A record of all credits earned shall be filed in the Superintendent's office at the end of each semester or school term. Should the Board have evidence at any time that the employee is not earning the required semester hours is regularly employed by another school system or agency or is violating the agreement in obtaining sabbatical leave, the salary payments may be discontinued. Any overpayments shall be requested within one year from the date of return or it is considered forgiven. Repayment will be 4% or \$25 per pay unless the employee chooses a greater amount.

19.7 Professional Leave

Professional leave is leave granted for the purpose of improving the job skills of an employee in the field of the instructional staff's certification or in a field in which the instructional staff has been assigned and is working. Such leave must be of direct and immediate benefit to the Charlotte County Schools. The following conditions may be applied if necessary:

19.7.1 Summer Session Scheduling Problems

If summer classes to be attended by instructional staff begin prior to the close of the post-planning period, the instructional staff, if unable to schedule otherwise, may be released during the post-planning period if all requirements for closing school have been completed.

If summer classes to be attended by instructional staff begin prior to the last day of student attendance, the instructional staff shall be released upon presentation of written evidence that late enrollment for those summer classes which are part of a degree program or certification requirements is prohibited, without academic penalty. Payment may be made upon authorization by the Superintendent.

19.7.2 Pre-School/Post-School Schedule Conflicts

The Superintendent may authorize professional leave with compensation during pre-school or post-school work periods if the planned leave activity conflicts with the work schedule.

19.7.3 Professional Leave Without Compensation

The Superintendent may authorize professional leave without compensation during the school year. No professional leave shall be granted at one time for a period greater than one (1) year. Automatic renewals of leave shall not be allowed. A new application for leave must be filed at the expiration of leave, and a new leave may be granted at the discretion of the Board.

19.8 Military Leave

19.8.1 Purpose

Military leave shall be granted without pay, except as provided below, to an instructional staff of the Board who is required to serve in the Armed Forces of the United States or this state in fulfillment of obligations incurred under selective service laws or because of membership in reserves of the Armed Forces or National Guard and may be granted at the discretion of the Board, without pay, to any instructional staff volunteering for military duty.

19.8.2 Reinstatement

Instructional staff granted such leave for military service shall upon verification of the tour of duty be returned to employment without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty and provided further that the Board shall have a reasonable time, not to exceed forty-five (45) days, to reassign the instructional staff to duty in the school system. Military leave shall not be counted as years of service toward a professional service contract or for pay purposes. A reasonable effort shall be made to expedite reemployment in less than forty-five (45) days.

19.8.3 Reserves and National Guard

All instructional staff 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 without loss of pay time or efficiency rating on all days during which they shall be engaged in field or coast defense exercise or other training ordered under the provisions of the United States military or Navy Training Regulations for such personnel when assigned to active duty, provided that leaves of absence granted as a matter of legal right under the provisions of this section shall not exceed seventeen (17) days in any one annual period. All full-time regular instructional staff who are reservists/Florida National Guard called to full-time Federal or State military service and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus differentiated pay and benefits for the first thirty (30) days of service. Thereafter, any such reservists shall have the total gross military pay differentiated pay up to the earned amount on the salary schedule plus differentiated pay and benefits at the time they were called to active duty. Failure to return upon discharge from military leave will require participant to refund salary and the cost of benefits paid for term of leave.

19.9 Duty Leave

19.9.1 Purpose

Duty leave may be granted to an instructional staff by the Board for the purpose of short-term, temporary absence from the regular duty and place of employment. Duty leave will not be granted or paid outside of the normal working calendar of an instructional staff, nor on weekends. Should an instructional staff participate in work-related duty leave that includes times and/or days outside of the normal calendar/workday, such time shall be unpaid.

19.9.2 Requests for Leave

Instructional staff applying for duty leave must file a complete application and submit it in a timely fashion to the principal who shall recommend approval or denial of such leave to the Superintendent. The Superintendent shall approve or deny the request. If the Superintendent denies the request, the instructional staff may appeal to the Board.

19.9.3 Pay

Instructional staff on duty leave shall receive a regular daily rate of pay. Expenses may or may not be paid at the discretion of the Board. Duty leave shall not be subtracted from sick leave.

19.9.4 Confirmation

Instructional staff who 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 that benefit will result in improved program implementation in the Charlotte County Schools. Valid duty leave reasons include workshops, study courses, school surveys, and, in some instances, professional meetings.

19.10 Judicial Leave

19.10.1 Purpose

Instructional staff 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.

19.10.2 Pay and Fees

Juror's pay may be retained by the instructional staff. 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 instructional staff.

19.10.3 Exceptions

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

19.10.4 No Accrual

Judicial leave shall not be accruable to instructional staff.

19.11 Insurance

Instructional staff 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 instructional staff according to procedures developed by the Board.

19.12 Return from Leaves of Absence

19.12.1 Return from Leave of Absence, Ten Weeks or Less

Notice of intent to return is not required. Returning instructional staff will be reinstated to former position.

19.12.2 Return from Leave of Absence, Longer than Ten Weeks

Annual Contract Instructional Staff

If the returning employee first notifies the Board at least ten (10) weeks in advance that he/she intends to return at the end of the leave, the instructional staff will be employed in the first available position for which qualified.

If the returning instructional staff has not notified the Board at least ten (10) weeks in advance of the intent to return at the end of the leave, the instructional staff forfeits all reinstatement rights and may be considered for subsequent employment to the same extent as other applicants.

Professional Services Contract Employees

If the returning instructional staff has at least ten (10) weeks in advance notified the Board of intent to return, the instructional staff will be reinstated to the former position if it is vacant. If that position is not vacant, the instructional staff will be employed in a similar position and will have first choice of returning to the former position if it later becomes vacant.

If the returning instructional staff has failed to notify the Board ten (10) weeks in advance of the intent to return, the instructional staff will be employed in the first available position for which qualified.

Reinstatement After Extension

If instructional staff requests that a previously granted leave be extended so that the total leave exceeds one (1) year and the instructional staff at least ten (10) weeks in advance has notified the Board of intent to return at the end of the leave, the instructional staff will be employed in the first available position for which qualified.

If an instructional staff to whom an extension of leave has been granted as described above fails to notify the board at least ten (10) weeks in advance of the intent to return at the end of the leave, the instructional staff forfeits all reinstatement rights any may be considered for future employment to the same extent as other applicants.

19.13 Replacement Instructional Staff

The instructional staff replacing a professional service contract instructional staff who is on leave of absence longer than ten (10) weeks shall be informed in writing that the instructional staff on leave shall return to previous position if no other like vacancy exists and if notice has been given by the returning instructional staff as provided above. All parties involved will be informed in writing accordingly when leave begins and the replacement is hired. The replacement instructional staff assignment shall be considered permanent pending satisfactory performance unless there is no vacancy in a like position for the returning instructional staff. In that event the replacement instructional staff shall forfeit the position.

19.14 Intent of Employees on Leave Longer than Ten Weeks

Instructional staff on leave for longer than ten (10) weeks shall be contacted by the School Board through certified mail no later than March 15 as to their intent to return for the next school year. Instructional staff who do not respond by April 15 shall be considered to have resigned. Instructional staff on leave shall be responsible for ensuring that the School Board has a correct address. The Superintendent shall make exceptions only of serious extenuating circumstances.

19.15 Sick Leave Bank

The Sick Leave Bank, School Board Policy 3420.01 shall not be changed without prior notice to the Association and negotiation of the impact of any changes.

ARTICLE XX – COMPENSATION

20.1 Salaries

Negotiated salary schedules will be listed annually in the CCPS Salary Schedule Book.

20.2 Performance-based Pay Implications

As a result of the combined scores on the evaluation, an instructional staff's rating of "effective" or "highly effective" will, when compensation increases are part of a bargaining settlement, per Florida Statute, result in a formulaic increase per the Parties' bargained performance-based pay schedule. All teachers hired after July 01, 2014 will be assigned to the Performance-Based Pay Schedule (PBPS). Others (hired before July 2014) may opt to be compensated on the PBPS. All instructional staff hired prior to July 1 2014 may:

- remain on the grandfathered salary schedule and retain CC/PSC status, if held; or,
- choose to move to the performance-based salary schedule and relinquish CC/PSC status, if held.

20.2.1 Performance Pay for Grandfathered Salary Schedule

Instructional staff hired before July 1, 2014, and remaining on the Grandfathered Salary Schedule, must have a portion of their annual compensation based upon performance in accordance with FS 1012.34. The exact portion that will be based upon performance will be bargained, annually, in accordance with applicable Florida Statutes, and other provision herein.

20.2.2 Longevity for Grandfathered Salary Schedule

For instructional staff on the grandfathered salary schedule, future indexing of the longevity bonus is prohibited. Future award of additional tiers will also be prohibited. Any instructional staff currently receiving a longevity bonus will continue to receive that bonus.

Instructional staff hired prior to July 1, 2014, and working under either a "continuing" or "professional service" status contract are permitted to move to the Performance-Based Salary Schedule. When such an employee elects to transfer from the Grandfathered Salary Schedule to the Performance-Based Salary Schedule, the following rules shall apply:

1. The employee's current hourly rate of pay on the Grandfathered Salary Schedule shall be compared to the Performance-Based Salary Schedule.
2. The closest hourly rate of pay that is greater or equal to the current rate becomes the new hourly rate of pay on the Performance-Based Salary Schedule.
3. The employee may request the election of movement from the Grandfathered Salary Schedule to the performance-Based Salary Schedule between May 1 and May 31 of any given year. Such requests are only permitted during the window of May 1 through May 31 for the next contract year.
4. The effective date of the new pay rate and placement on the Performance-based Salary Schedule shall be the first workday of the employee's work calendar the following year.
5. In accordance with Florida Statutes (including FS 1012.22), once an employee elects to move to the Performance-Based Salary Schedule, they may not return to the Grandfathered Salary Schedule.

6. In accordance with Florida Statutes (including FS 1012.22), upon moving to the Performance-Based Salary Schedule, the employee will surrender any continuing contract or professional service contract status and will begin working under an annual contract from that date forward.

20.3 Differentiated Pay

The negotiated differentiated pay amounts will be listed annually in the CCPS Salary Schedule Book. Differentiated pay positions shall be posted electronically at the worksite for a minimum of three (3) days. Interested staff shall apply electronically to the principal/designee. Selection shall be at the discretion of the principal. Differentiated pay positions shall be offered to interested and qualified teachers, then to qualified school staff prior to seeking outside applicants. The principal shall have discretion to determine which differentiated pay positions shall be filled or not filled at the worksite. A list of those persons selected by the principal for differentiated pay positions shall be posted in the faculty lounge within ten (10) days prior to School Board approval.

20.4 Experience Credit

Upon written verification, up to thirty (30) years of prior teaching or related experience shall be credited to new-hires. Written verification of such prior experience or service must be received within sixty (60) days after employment. Verification received after sixty (60) days will not be considered for pay purposes for that school year but will in no way preclude its use in subsequent years. Instructional staff who works one (1) day more than fifty percent (50%) of a designated work year shall receive credit for a full year of experience. Placement on the salary schedule for R.O.T.C. instructors shall be in accordance with the Naval guidelines.

20.5 Advanced Degrees

Adjustments for advanced degrees shall be made upon submissions of official transcripts by the instructional staff, consistent with Florida Statutes. New instructional hires on or after January 01, 2018, shall be granted additional degree-based compensation, provided the degree is in the specific field required by the teaching assignment. These adjustments shall be included in the first paycheck practicable following submission of the transcripts and shall be paid to the date the degree was conferred within the fiscal year. Such transcripts shall be submitted within ninety (90) days or any retroactive payment shall be reduced pro-rata by each day that such transcripts are not received.

20.6 Student Teachers

Participation in programs of student teaching in cooperation with teacher training institutions is a desirable role of members of the profession. The regular employee is at all times responsible for the class and is to see that the quality of instruction does not suffer. Each employee who is asked by the Board to work cooperatively with representatives of teacher training institutions has the final determination as to his/her acceptance of an intern teacher. Employees shall receive the compensation offered by the university unless otherwise stipulated by the cooperating university. No student-teaching arrangement shall go forward with an institution of higher learning without written approval of the building principal and the professional development office. Student-teachers shall be subject to level-two (II) security-clearance-requirements and the Jessica Lunsford Act.

20.7 Absences

Deductions for daily absences not covered by paid leave will be determined by their regular hourly rate.

20.8 Holidays

Paid holidays shall be provided to all instructional staff on an equitable basis. Instructional staff shall earn paid holidays according to the following formula:

Days of Employment	Holidays
177- 226	5 days
227-246	6 days
247+	7 days

In order to be eligible for a paid holiday, instructional staff must be at work or on paid leave at least one day in the pay period before and at least one day in the pay period after the paid holiday.

20.9 Terminal Pay for Accumulated Sick Leave

The Board shall provide terminal pay only for accumulated sick leave earned in the Charlotte County School district to all instructional staff upon the instructional staff's retirement through an approved Florida retirement system or Social Security or to the instructional staff'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 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 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 Board shall not allow the transfer of service-related sick leave from any other district or eligible government entity, in or outside of Florida, for any certified educators, represented in this contract, hired on or after September 24, 2014; nor shall such previous employer-related time be eligible for terminal pay through the Board. The parties agree to participate in a "Special Pay Plan" for terminal pay as administered by Bencor. The terms and conditions shall be governed by the agreement between the Charlotte County School Board and Bencor dated December 18, 2001. Any changes shall be subject to negotiations with the Association.

20.10 Mileage, Meals, and Rates Per Diem

Designated Mileage Rate

Instructional staff, 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.

Multiple-School Assignment

Instructional staff who are assigned to more than one (1) school 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 instructional staff's residence. Instructional staff shall also be reimbursed for mileage when attending in-service training or when assigned to temporary duty elsewhere.

Per-Diem Rates

Pay for out-of-county meals is as follows:

- Breakfast - \$11.00
- Lunch - \$14.00
- Dinner - \$21.00.

When traveling overnight an instructional staff may elect to receive a per diem rate of \$80.00 or if actual expenses exceed \$80.00, the amounts for meals, plus actual expenses for lodging at a single occupancy rate must be substantiated.

20.11 Number of Paychecks

Beginning on July 1, 2023, annual salary will be divided into twenty-four (24) equal paychecks.

20.12 Payday

Payday will be the 7th and the 22nd days of every month. However, when a regular payday is not a regular workday for the bargaining unit, paychecks will be issued on the last workday before the regular payday. Overpayment or underpayment adjustments will be made in the following paycheck. The last paycheck of the year shall be made available to the instructional staff on the normal payday.

20.13 Overpayment of Instructional Staff

Instructional staff who are overpaid are required to repay the identified amount in increments, no less than 4% or \$25.00, whichever is more. Instructional staff may elect to write a check for the remaining owed balance to terminate automatic payroll deductions. Should an instructional staff separate from employment through resignation, retirement, or termination, any remaining overpayment may be deducted from any terminal pay amount. If the overpayment results in a financial hardship to the instructional staff, Association and the Board agree to develop an acceptable repayment schedule.

20.14 Payroll Stubs

An electronic payroll stub shall be issued with each paycheck and shall have the following information: accumulated sick leave; accumulation vacation leave; withholding and payroll deductions; gross pay; net pay; hours worked; and rate of pay.

20.15 Pay Dates

20.15.1 End of the Year and Summer Paychecks

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. Paychecks will be distributed

on the normal payroll cycle through the month of June (7th and 22nd of the month). Checks for July and August will be processed in accordance with the payroll calendar and no later than June 30.

20.16 Educational Compensation

Eligible instructional staff who achieve further education in keeping with school system requirements and goals shall receive compensation as follows:

20.16.1 Advanced Degree

Instructional staff who attend a certified, state-recognized, accredited college or university for the purpose of achieving an advanced degree in the field of certification or that directly relates to the instructional responsibilities shall, at the option of the Superintendent, be compensated as follows:

- Upon completion of one-half of the course requirements and the submission of acceptable proof of such completion, a total sum of \$500.00 will be paid to the instructional staff.
- Upon satisfactory completion of the course requirements and the submission of acceptable proof of such completion, the salary will be adjusted to the appropriate level of the salary schedule to reflect such achievement.

20.16.2 In-Field Expertise

Instructional staff who attend a certified, state-recognized, accredited college or university for the purpose of achieving in-field expertise directly related to the instructional responsibilities shall be compensated as follows: Upon satisfactory total completion of an approved course, the instructional staff shall receive reimbursement, for tuition expenses only, up to a total maximum payment of \$500 per instructional staff over the life of this contract.

Reimbursement Requirements

In order to receive reimbursement, the employee must satisfy the following requirements:

1. Request in writing, and receive, approval to attend a course from the appropriate Director of Professional Learning or Designee, prior to enrolling or attending a course offering. In extenuating circumstances, the request for approval may be submitted as late as the third week after the course has started. Approval will be at the discretion of the Director of Professional Learning or designee.
2. Show to the satisfaction of the Director of Professional Learning or Designee that:
 - a. A course request is directly related to the instructional responsibilities
 - b. A course request is not being made to fulfill any other requirement for which compensation will be paid under the Educational Compensation Plan
 - c. A course request is not being made to receive payment to fulfill initial certification, recertification, or other upgrading required by the State of Florida to maintain a teaching certificate
3. Submit a written request for tuition reimbursement to the office of the Assistant Superintendent of Learning or Designee showing satisfactory evidence of successful completion of the course and a paid receipt for the tuition expense.

Approval Authority

The Director of Professional Learning or designee shall have the final authority to approve or disapprove any request made under this program. Disapproval, if made, shall not be arbitrary or capricious. Disapproval may not be grieved under the grievance procedure.

20.17 Extra Days of Employment

Instructional staff required to work more than 197 days shall be compensated for such time according to their regular hourly rate.

20.17.1 New Educator Training Professional Development Days

New hires who attend the CCPS New Educator Training Orientation Professional Learning Days will be compensated according to provision 20.19 for any days outside their contractual days.

20.18 Summer Programs

Instructional staff who work in summer programs shall receive their current hourly rate of pay for days and hours worked during summer programs. Once the hourly rate of pay is established, that rate shall be fixed for the duration of the summer program and will not change in the event the summer program is in operation during two separate fiscal years.

20.19 In-service Pay

Instructional staff In-service activities funded by the School Board will be paid at the rate of twenty-five dollars (\$25) per hour.

20.20 ESOL/Reading Endorsement

Instructional staff who have signed an ESOL/Reading Endorsement agreement and fail to comply with any of the terms of the agreement within two (2) years of employment, shall meet with Human Resources and Association representatives to set up a plan for compliance. Those who refuse to meet and/or comply with the plan, shall be subject to disciplinary action, up to and including termination.

20.21 Playoff Differentiated Pay

Coaches/sponsors of teams and other groups representing a high school in events sponsored by the Florida High School Activities Association, and who, at the conclusion of the normal schedule of activities, proceeds to additional levels of competition (playoffs, etc.) shall receive compensation in accordance with the negotiated supplements in the CCPS Salary Schedule Book. This additional compensation shall also apply to groups that are directly involved in supporting the primary competitive team, such as the cheerleading coaches and band directors.

20.22 Charlotte Virtual Schools (CVS)

20.22.1 Compensation

CVS instructional staff shall receive a full-time wage equal to that of traditional instructional staff in building-scheduled classrooms, except as otherwise provided herein. Each full-time CVS teacher shall be compensated for eight (8) hours per contractual day in a contractual year. Each hour shall be at the instructional staff's CCPS-determined hourly rate.

20.22.2 Completion Requirements

Each full-time instructional staff shall, statistically, understand that compensation is predicated upon the completion of .5 credit for 125 students per semester or 250 completers of .5 credit in one contractual year. Dependent upon the teacher's certification, CCPS will endeavor to supply (additional) students to the (FTE) instructional staff to fuel the success of 250 student-completers.

20.22.3 Florida Virtual School Standards

Both full-time and part-time instructional staff shall adhere to standards of communication and grading as outlined by Florida Virtual Schools which oversee the CVS charter.

20.22.4 Enrollment Maximums

The parties understand that instructional staff enrollment shall not, without the instructional staff agreement, exceed 210 active students (at any given time).

20.22.5 Compensation for Additional Students

For every (passing) completer beyond the (annual) total of 250 students, the CVS instructional staff shall earn \$50 per student beyond that instructional staff's (eight-hours per day) annual salary.

20.22.6 Adjunct CVS Instructional Staff

Compensation

For each adjunct CVS instructional staff, the rate of pay shall be one (1) hour as a separate contract responsibility and payment over and above the standard classroom workday and reporting responsibilities in his/her job description. This hour shall be at the instructional staff's CCPS-determined hourly rate.

Adjunct Hiring Preference

CCPS will give preference to (internal) certified CCPS teachers, in hiring adjunct instructional staff.

Completion Requirements

The expectation for an adjunct CVS instructional staff is to show at least 15 student completers (of .5 credit) each semester or 30 completers (of .5 credit) for the contractual year. The adjunct instructional staff will, formulaically, average at least 3.0 students (.5 credit earned) per month worked with active students.

ARTICLE XXI – INSURANCE

21.1 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.

21.1.1 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 Board, and shall apply to any current employee (hired prior to June 30, 2019) who previously "opted-out" of the Board insurance but who loses the alternative health insurance coverage (see 21.3.3 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:

\$600.00 Monthly – Employee Only
\$749.80 Monthly – Employee/Spouse
\$753.72 Employee/Child(ren)
\$804.92 Employee/Family

21.1.2 No Cost Premium to the Employee

For the 2025 plan year, the Board shall provide an HDHP plan that has a premium cost for employee-only coverage that does not exceed the board contribution rate.

21.2 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.

21.3 Insurance Opt-Out

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

21.3.1 Eligibility

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

21.3.2 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.

21.3.3 Revocation of Opt-Out

Revocation of Opt-out: an employee who loses alternate health insurance coverage may re-enroll in the Board insurance program within 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.

21.3.4 Value of EBHRA Opt-Out

The value of the Opt-Out shall be \$87.50 per pay to coincide with insurance eligibility, payable into an Excepted Benefit Health Reimbursement Arrangement (EBHRA) account, annually. This amount cannot be increased by employee contribution. Should an employee separate from service, the account will be deactivated on the day of the employee separates service.

21.5 Health Savings Account (HSA) Incentive

For the 2025 Insurance Plan Year only, the Board will make contributions of \$75 per pay to an HSA for each employee to coincide with HDHP insurance eligibility. For this contract period the annual HSA funding is not to drop below the \$600. The HSA accounts will conform to IRS regulations and shall belong to the individual employee, even if the employee severs employment with CCPS.

21.6 Tobacco Surcharge

Employees who use tobacco products will be required to pay an additional surcharge of \$50 per pay for 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 his or her 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.

21.7 Health Insurance Plan

21.7.1 Inclusions

The Board will offer employees a choice of high-deductible health insurance plans for the 2025 insurance year. Specific plan descriptions will be found on the CCPS website. Plans will include:

- The wellness incentive window will be September 1 to August 31 of each year. The Employee Benefits Committee Shall make recommendations to the Board regarding eligibility requirements for receiving the Wellness Incentive. The Board 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.

21.7.2 Deductible

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

21.7.3 Supplemental Coverages

Additionally, the Board 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.

21.8 Board Contribution to Group Health Insurance

The Board shall contribute to employee group health insurance coverage at a rate of \$600.00 per month.

21.9 Benefit Enrollment

The employee's responsibility is to participate in Open Enrollment Process annually. The new Employees' responsibility is to participate in Enrollment upon hire. The Board 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 Board 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 15 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 Board reverting the employee's elections to employee-only coverage at the highest deductible offered, and eliminating all optional coverage options.

ARTICLE XXII – EMPLOYEE RIGHTS AND RESPONSIBILITIES

22.1 Rights

22.1.1 Membership

Membership of an instructional staff 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.

22.1.2 Privacy

Private and personal life of an employee is not the appropriate concern of the Board except to the extent it may interfere with the responsibilities and effectiveness with students, parents, and/or a school.

22.1.3 Substitutes

Instructional staff shall not be required to arrange for substitutes in the event of their absence, apart from registering their absences in the online system for instructional staff requiring a substitute. Every effort shall be made to secure a substitute for an absent instructional staff. In the event a substitute cannot be found, instructional staff may be required to cover a class during their planning period. This shall be done on an equitable basis so that all instructional staff share in such coverage. covering such classes shall be awarded compensatory time, which the instructional staff may use in lieu of sick leave or personal leave. Compensatory time must be used within a year of being earned. Only in emergencies shall the classes of an absent instructional staff be divided and placed into other instructional staff's classes. The receiving instructional staff shall also be given compensatory time for the time that such placement is implemented.

22.1.4 Reimbursement

The Board agrees to spend up to \$500 per year, \$200 per occurrence, to reimburse any instructional staff whose personal property is destroyed or damaged during the performance of assigned duties.

22.1.5 Employee Information

Instructional staff shall have access to the following personal information through an online application:

- accumulated sick leave;
- accumulated vacation leave;
- salary;
- certification expiration date;
- in-service credit.

This information can be accessed online.

22.1.6 Telephones

Instructional staff shall have access to phones.

22.1.7 Facilities

Faculty work areas and rest room facilities will be provided for the use of employees. Reasonable effort will be made to provide each teacher with a permanent classroom or classrooms appropriate for the subject assigned to teach.

22.1.8 Interruptions

It is necessary for interruptions to be made from time to time during the instructional periods for the efficient operation of the school. Principals will be advised to keep interruptions from maintenance, custodial services, and intercom announcements to a minimum.

22.1.9 Fund Raising Activities

Charity drives and fund-raising activities conducted among students and employees should be held to a minimum. The building staff may review requests for charity drives and fund-raising activities and may advise the principal concerning such requests during a meeting prior to the time the principal approves or denies the request. The principal will notify the employees of all approved charity drives and fund-raising activities.

22.1.10 Parking

Parking areas shall be designated for employee use.

22.1.11 Access to Buildings

When school is not in session, instructional staff may be given access to their building with the approval of the principal. p shall check in at the front office upon arriving at the school. Unauthorized visitors may not be on campus; in the event visitors accompany the instructional staff and are authorized for access, the instructional staff is responsible for any actions of the visitor.

22.1.12 Professional Learning/Inservice Education

The Association and the Board agree that Professional Learning (PL) effectiveness is predicated upon: early communication of available courses/trainings, flexibility of principals to allow instructional staff to select courses/training most appropriate for individual teaching assignments, and instructional staff input regarding desired skills and subjects in concert with CCPS objectives and State mandates.

PL Payment Responsibility

A certified instructional staff who registers for a course sponsored by Professional Learning and for which the registration causes the Board to incur costs for the course registration, and the instructional staff fails to complete the course after beginning the coursework, shall be obligated to reimburse the Board for costs associated with the course. Further, no additional registrations for any other professional learning courses will be permitted for this instructional staff until the reimbursement required herein has been completed.

PL Payment Responsibility Appeal Process

In the event there are extenuating circumstances that cause the instructional staff to fail to complete the course, may file an appeal. An appeal of this provision is to be submitted in writing to the Human Resources Department within ten (10) work days after the instructional staff has either begun the course as described herein, or ten (10) work days after the employee has withdrawn from the course. The HR Administrator, in consultation with the Professional Learning Administrator,

shall render a determination in writing as to whether the appeal will be upheld or denied. The HR Administrator shall notify the Association President in advance of informing the instructional staff of the determination.

Pre-school professional learning days

CCPS shall provide a catalog of Professional Learning opportunities no less than one week prior to the first professional learning day. The site of the PL opportunity, a description of the PL, and the name of the principal shall be included.

22.1.13 Tentative Assignments

Whenever possible, by the last instructional staff workday of each year, a tentative assignment of courses and grades to be taught in the following year will be made by the administration. The administration will attempt to keep changes to a minimum. Instructional staff shall be notified of any changes as soon as practicable.

22.1.14 Right of Representation

If an instructional staff is to be disciplined or dismissed, the instructional staff shall have a right to have a representative present. In emergency circumstances, the Superintendent may suspend the instructional staff until a representative can be present. However, such suspension shall not be more than five (5) days, 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. By mutual agreement, said five (5) days may be extended. No instructional staff shall be disciplined/discharged without just cause.

22.1.15 Academic Freedom

Within the limitations of accepted Charlotte County curriculum guides, Florida Standards, and School Board Policies, instructional staff shall have the freedom to exercise professional judgment in planning learning experiences of their students and assigning grades. Such judgments shall be challenged only when the principal has determined the need for improved methodology and gives the reasons in writing. Disputes regarding the appropriateness of methodology shall be appealed directly to the Superintendent for resolution. Any further appeal, if made, would be filed at Level III of the Grievance Procedure. Each instructional staff shall conduct work in a manner consistent with the Code of Ethics of the Education Profession in Florida, Florida Administrative code. Materials selected to support learning activities shall be chosen based on their contributions to students' attainment of the objectives established for each course by the staff subject to the provisions of Florida Statutes.

22.1.16 Student Grades

Mutually-Developed Schedule

The Superintendent and Association shall annually develop a schedule for the submission of quarterly grades by teachers to administration. The teacher planning days that follow each grading period shall allow six (6) hours to be used exclusively for grade processing and individual teacher planning.

Timely Submission of Quarterly, Semester, and Final Grades

Teachers shall complete and submit student grades no later than one hour before the end of the teacher workday unless the site-based PPC has collaboratively determined another timeline for that site.

A time stamp in the Student-Information System shall be the final determinant of timely or late grade submittal.

Two-Hour Limit for Administrative Scheduling

Two (2) hours of each of these respective days may be scheduled at the discretion of the principal for other activities. The school PPC may develop a schedule to consolidate the hours from each planning day to provide for other activities.

PPC-Developed Grading Requirements

During the first month of school, each school PPC shall develop an annual schedule and standards for the submission of a minimum number of grades by teachers in the Student Information System. This schedule and standards shall be submitted to the Division of Learning and the Association within 20 business days of their development. The PPC may review/revise this schedule and standards as needed. Any such revisions shall be submitted to the DOL and Association within ten business days.

22.1.17 Test Security

Instructional staff in the position of test-administrators and proctors, shall adhere to all test administration and security protocol as outlined in the Florida Statutes and State Board of Education Rules. Instructional staff have no responsibility for the centralized storing or centralized collection, centralized administration, or centralized collection of standardized test materials; however, instructional staff are responsible for collecting testing materials from the school assessment coordinator at a centralized location on the morning of the specific test, bringing the materials to the testing location, administering the test to students on the testing roster, and returning the test to the School Assessment Coordinator at the centralized location at the end of the testing session.

22.1.18 Attendance Reporting

Instructional staff assigned to direct instruction of students shall not be required to contact parent(s)/guardian(s) solely to determine the reason for a student's absence.

22.1.19 Safeguarding Funds

Instructional staff shall not be required to safeguard funds.

22.2 Responsibilities

22.2.1 Absences

When instructional staff find it necessary to be absent, notification to the principal or immediate supervisor shall occur the night before or not later than one (1) hour prior to the scheduled time to report for duty. Emergencies may arise which make sufficient prior notice impossible, and exceptions shall be made in such cases.

22.2.2 In-service Education

Participation in In-service education relating to the job assignment offered during paid work hours may be made mandatory at the discretion of the immediate supervisor. Participation in In-service education activities offered outside the workday is voluntary.

- The Board agrees to pay instructional staff the In-service rate and mileage for In-service that is required by the supervisor.
- Required In-service is defined as workshops, seminars, or activities after the contract duty day or year. The instructional staff shall not be eligible for additional compensation for required in-service that occurs during the regular workday. The immediate supervisor or administrator shall submit a memo to the department of professional learning affirming the required attendance of the instructional staff at the In-service activity. A copy of the memorandum shall be provided to the instructional staff.
- The instructional staff shall be advised in writing prior to participating in the in-service whether or not the activity will be compensated.
- No payment shall be made for any In-service activity that may result in a negotiated differentiated pay payment, i.e. instructional leader, ESOL/READING, NET mentor, etc. Instructional staff may decline to attend In-services that extend beyond their contract duty day or year, except as may be required by a CAST Plan.

22.2.3 Lost and/or Damaged Equipment

Equipment Checkout Guidelines

Instructional staff who request to take Board equipment off campus shall complete the Equipment Checkout Form. The instructional staff shall provide reasonable care and professional judgement in storing equipment and materials off the worksite. In the event such materials or equipment are lost or stolen, the following shall apply:

1. For library materials that were physically checked out by instructional staff, including, but not limited to books, periodicals, software discs, videos/DVDs, instructional staff will be required to repay the prorated value of these materials as determined by the Procurement Department's schedule of depreciation.
2. For library materials that were not physically checked out by instructional staff or that were assigned to their room/work location by another party, including, but not limited to books, periodicals, software discs, videos/DVDs and digital accessories; instructional staff will have no financial obligation to the Board.
3. For devices/equipment assigned to individual instructional staff: instructional staff will not be financially obligated to pay for damage/theft occurring on school premises or official functions. Damage or theft that occurs while away from school premises will be the responsibility of the instructional staff, if not part of their assigned duties. Instructional staff will be required to repay the lesser value of the prorated value of the device/equipment or the cost of the repairs.
4. Instructional staff who have devices/equipment required as part of their job, assigned duties, or supplemental differentiated pay position-descriptions are exempt from this financial obligation, provided reasonable care and professional judgement was utilized.

22.2.4 Lost and/or Damaged Equipment - Manner of Payment

Instructional staff required to pay the Board for damage or theft of items in any of the above cases may make the payment by check or by payroll deduction in any increment not less than \$10 (ten dollars) per pay. The total amount shall be paid by check or by a payroll deduction payment plan initiated by the instructional staff with the payroll department by the end of school year during which the damage or theft occurred, except as otherwise mutually agreed. In case of loss or damage requiring reimbursement, an employee may appeal the value assigned to equipment or materials through an appeal committee made up of Association and Board representation.

22.2.5 Evening Meetings

Instructional staff attendance at school-affiliated evening meetings is desirable and beneficial. Except for illness, professionally-oriented course attendance, family situations, religious considerations or other emergencies, employees will be required to attend evening meeting, up to three (3) during a school year including open house.

22.2.6 Area Responsibility

Instructional staff leaving the building or assigned supervisory responsibility must obtain the principal's or designee's consent.

22.2.7 Pilot Programs

Any Instructional staff voluntarily accepting a new position in a pilot program during the school year may be required to attend additional In-service orientations and work-study programs.

22.2.8 Record Keeping and Reports

Instructional staff shall be required to keep such records and prepare such reports as may be determined by the Board to be necessary for the operation of the school system.

22.2.9 Fingerprinting

Florida Statutes require that all employees shall be subject to a level 2 criminal background check every five (5) years. The Board shall pay the costs of re-fingerprinting employees, storing employees' fingerprints in the FDLE 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.

22.2.10 Employee Attire

The parties agree that instructional staff set an example in dress and grooming for students to follow. Instructional 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.

22.3 Employee Discipline

22.3.1 Progressive Nature

Should discipline of an instructional staff become necessary, the Board's intent is to do so consistent with the concept of progressive discipline. This process includes as many as six (6) steps. Instructional staff covered by this agreement may be disciplined for just cause in the following ways;

1. Informal contact
2. Verbal warning
3. Letter of Instruction
4. Written reprimand
5. Suspension – with or without pay
6. Demotion, involuntary transfer, or termination

Omission of Steps

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

22.3.2 Private Discipline

All disciplinary actions shall be done in private, excluding any official representative of either the Board or the employee.

22.3.3 Notice of Investigation

When an allegation of wrongdoing or a complaint against an instructional staff is investigated the employee shall be notified of the nature of the complaint and shall have the opportunity to seek representation prior to any investigatory meeting.

22.3.4 Representation in Discipline Matters

Such timely representation must be made available by the instructional staff within five (5) school days of the notice of the investigatory meeting unless as otherwise mutually agreed. The instructional staff shall have an opportunity to respond to the allegations or complaint during the investigation. 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 be present within the five (5) school-day limit described above unless as otherwise mutually agreed. The Board reserves the right to audio- and/or video-record administrative interviews and hearings. Instructional staff will be notified prior to being audio- or video-recorded. Any recording will be made available to the Association.

22.3.5 Rebuttal

The instructional staff shall have the opportunity to provide rebuttal witnesses prior to completion of the investigation.

22.3.6 Administrative Leave

During the period of investigation, the instructional staff may be placed on Administrative Leave, which is not disciplinary.

22.3.7 Delivery of Letters

A copy of a letter of instruction or written reprimand will be hand delivered to the instructional staff by the management representative responsible for that reprimand. The instructional staff's signature indicates receipt only, not agreement with the content of this letter. If any instructional staff 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 the last known address by certified mail, return receipt requested.

22.3.8 Verifiable Complaints

No verbal warning, letter of instruction or reprimands shall be issued based on unverifiable and/or anonymous information or complaints except as required by federal or state law and/or Board Policy (i.e. Board Policies 1362, 2266, 5517.01).

22.4 Complaint Process

No complaint or reprimand shall be placed in an instructional staff's personnel file unless an investigation ensues and the complaint is substantiated. Instructional staff shall be notified of all complaints prior to the Board initiating an investigation. Every effort shall be made to process parent/student concerns.

- The parent may be encouraged to talk with the instructional staff first.
- A conference with the parent, teacher, and principal may be held. The teacher must be notified in advance of the conference.
- In no case shall complaints or reprimands be placed in the file that are anonymous or are based on anonymous information unless verified by other evidence.

22.5 Terms and Conditions of Employment Unique to Year-Round Schools

22.5.1 Transfers

Instructional staff involuntarily transferred to a year-round school or from a year-round school shall not suffer a loss in regular salary for the contractual year. Any differentiated pay position-amounts shall be pro-rated from date of transfer or resignation.

22.5.2 Intersession

Vacancies shall be advertised within the school along with a deadline for submission of applications. Instructional staff whose current assignment is the same as the advertised vacancy shall be given priority in filling the available position. In the event that two (2) or more instructional staff are equally qualified, seniority shall be the determining factor in the selection process.

ARTICLE XXIII – PAYROLL DEDUCTIONS

23.2 Other Voluntary Deductions

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

23.2.1 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%) of all instructional staff of the Board.

23.2.2 Insurance

Deductions will be made for insurance programs currently approved for payroll deduction and for such other programs as the parties designate.

23.2.3 Termination of Voluntary Deductions

Instructional staff may terminate voluntary payroll deductions at any time by giving written notice to the Human Resource Department or Payroll Department no later than the 15th day of the month. Such voluntary terminations shall be effective no sooner than the first day of the month following the notice. Some payroll deductions may be terminated only according to Internal Revenue Service regulations.

23.2.4 Equal Amounts

Voluntary payroll deductions authorized by an instructional staff will be deducted from each paycheck in equal amounts when it is practical to do so. If the employee's net wage in any pay check is not sufficient to pay the authorized deductions, no voluntary deductions will be made.

ARTICLE XXIV – GRIEVANCE PROCEDURE

24.1 Exclusivity

The right to process grievances, including but not limited to, the right to arbitrate shall be granted to the Association as the sole and exclusive bargaining agent and shall not be granted to any other employee or professional organization except as provided in F.S. 447.307. Nothing in this article shall be construed to prevent any employee from presenting their grievance. The Association will be given the opportunity to be present at any meeting calling for the resolution of a grievance.

24.2 Definitions

24.2.1 Grievance

An allegation by a grievant that there has been a misinterpretation or misapplication of a provision of this contract not to include appendices.

24.2.2 Grievant

The Association or a member or members of the bargaining unit

24.2.3 Days

A day on which an instructional staff 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 summer break.

24.3 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 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 (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.

24.4 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.

24.5 Delay of Letters of Reprimand

Letter of reprimand and written allegations shall be placed in a separate grievance file until the grievance timelines have expired or the grievance procedure is exhausted.

24.6 Reprisal

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

24.7 Filing

Grievances must be filed by a grievant on the Grievance 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.

24.8 Meetings

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

24.9 Procedure

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

24.9.1 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.

24.9.2 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.

24.9.3 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 or designee 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/designee 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.

24.9.4 Level Three

Arbitration

The following rules shall apply:

1. The grievant must complete and submit the arbitration appeal section of the district grievance form to the Superintendent/designee within fifteen (15) days from the receipt of the disposition at Level Two or lack thereof.
2. The grievant must also file a request for arbitration with either the American Arbitration Association (AAA) or Federal Mediation and Conciliation Services (FMCS) within fifteen (15) days after submitting the appeal to the Superintendent/designee as provided in paragraph above, and send a copy to the superintendent and to the Association if the Association is processing the grievance for the grievant.
3. An arbitrator will be selected according to the procedures of the selected agency.
4. The 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 to mutually to withdraw, at which time costs shall be shared equally.
5. 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.
6. 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.
7. 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 to:
 - 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 arbitrator permits
 - With permission of the arbitrator, the above times may be extended
8. By mutual agreement the parties may submit documentary evidence and argument to the arbitrator and request that a decision be made without hearing.
9. The arbitrator's decision shall include findings of fact, reasoning, and conclusions on issues submitted.
10. The arbitrator shall not have the power to add to, subtract from, or modify 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, nor to substitute the judgment of the arbitrator for the judgment of the Board.

11. 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.
12. 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.

ARTICLE XXV – SCHOOL CALENDAR

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

ARTICLE XXVI – INSTRUCTIONAL LEADER DIFFERENTIATED PAY

26.1 Appointment

In order to be eligible for the negotiated supplement rate of Instructional leader, the selected instructional staff, to the extent possible, must be in a teaching role within the department or grade level as the supplemental assignment.

26.2 Notice

A candidate for instructional leader shall be notified prior to acceptance of such position as to the number or program area members to be served and the duties of the position. Further, throughout the course of service by a program planner, the principal shall be responsible to notify said instructional leader of addition or deletion of program area members from the area of responsibility of the instructional leader after such decision has been made by the principal. Such notification shall be timely.

26.3 Additions and Deletions

In cases of addition or deletions, payment shall be prorated. Pay adjustments shall be made on the first day of the month according to the number or program areas members. Additions or deletions of personnel in effect on that date shall determine the number to be paid for the Board in succeeding months or until further adjustment of conclusion of the period of time for which the instructional leader is assigned.

26.4 Equal Opportunity

Instructional staff may apply for instructional leader positions and shall be given consideration along with all other applicants. Non-Classroom Instructional staff (TSAs, ESE Behavior Specialists, Social Workers) will no longer be eligible for the instructional leader supplement. In cases when all members of a grade level or department are NET teachers, the principal may identify a Non-Classroom Instructional staff to serve as the instructional leader. The Board is open to identifying relevant and appropriate supplements through the bargaining process for Non-Classroom Instructional staff.

26.5 Responsibilities

Instructional leaders are expected to serve as non-administrative instructional leaders for their instructional colleagues. Additionally, instructional leaders will be responsible for providing lesson plans for any member of their department/grade level team if that member fails to provide lesson plans.

ARTICLE XXVII – FORMS

The parties shall create and provide the necessary forms to implement the contract. Such forms shall be consistent with the meaning or application of the provisions of the contract. When possible and practical, forms will be created, distributed, and executed, electronically, to reduce waste and cost.

ARTICLE XXVIII – 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 and matters of labor dispute. (School Board Policy 1122, 3122,4122, 2260)

ARTICLE XXIX – 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, slowdown, 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 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 ratifications 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.

30.1.3 Location

The location for negotiating sessions shall be the School Board Meeting Room.

30.1.4 Tentative Agreements

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.

30.1.5 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 for which there is mutual agreement.

30.1.6 Scheduled Reopening

Unless otherwise agreed upon by the parties, negotiations shall be reopening for the following school year at the request of the Association not sooner than April 1 of each year (unless otherwise mutually agreed) to consider: benefits and three (3) unspecified issues to be determined by the Association and three (3) unspecified issues to be determined by the School Board and other reopeners as defined by agreement including the items for PPC discussion in the Addendum to this contract.

30.2 Severability Clause Reopening

May also be reopened as provided in Article XXXIII, Severability.

ARTICLE XXXI – PRINTING AND DISTRIBUTION OF THE CONTRACT

The most recent version of the Association Contract shall be published and maintained on the CCPS website.

ARTICLE XXXII – SAFETY

32.1 Employee Obligations

All instructional staff shall exercise care and caution in the performance of their duties and shall not act in a reckless or careless manner that would endanger the safety or any person or present unnecessary risk of personal injury or damage to property.

32.2 Board Obligations

The Board shall provide safe working conditions by complying with all appropriate federal and state laws and regulations and Board policies pertaining to health and safety. The Superintendent shall be responsible for ensuring that a safety inspection consistent with rules of the State Board of Education is made annually for each school facility. In the event that any standard is exceeded, that staff shall be notified within ten (10) working days

32.3 Bomb Threats

If a bomb threat is made and a building is evacuated, instructional staff shall not be required to enter the building to participate in any search for a bomb.

32.4 Notification of Accidents

Instructional staff are required to notify their principal or immediate supervisor of any accidents involving staff or students as soon as possible after the occurrence of such.

32.5 School Safety Committee

The Association President shall identify one representative to participate on the District's Safety and Security Best Practices Committee.

ARTICLE XXXIII– 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 Board and the Association will attempt to resolve all identified conflicts within 90 (ninety) calendar days of their identification. 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.

ARTICLE XXXIV – 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 previously 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 XXXV – TERM OF CONTRACT

The parties agree to the contract contained herein for the period July 1, 2024 through June 30, 2027.



For the CFEA



For the District

GINA MORELLA

Printed Name

Adrienne McElroy

Printed Name

CFEA PRESIDENT

Title

Asst Supt of HR

Title

4/29/2024

Date

4/29/2024

Date

APPENDIX A - PRINCIPLES OF PROFESSIONAL CONDUCT FOR THE EDUCATION PROFESSION IN FLORIDA

(1) Florida educators shall be guided by the following ethical principles:

(a) The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator's certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. Shall not unreasonably restrain a student from independent action in pursuit of learning.

3. Shall not unreasonably deny a student access to diverse points of view.

4. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.

5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.

6. Shall not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by Sections 1003.42(2)(n)3. and 1003.46, F.S..

7. Shall not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as

adopted in Rule 6A-1.09401, F.A.C., or is part of a reproductive health course or health lesson for which a student's parent has the option to have his or her student not attend.

8. Shall not intentionally violate or deny a student's legal rights.

9. Shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in Section 39.01, F.S.

10. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in Section 1000.05(4)(a), F.S.

11. Shall not exploit a relationship with a student for personal gain or advantage.

12. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

13. Shall not violate s. 553.865(9)(b), F.S., which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.

14. Shall not violate s. 1000.071, F.S., which relates to the use of personal titles and pronouns in educational institutions.

(b) Obligation to the public requires that the individual:

1. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

3. Shall not use institutional privileges for personal gain or advantage.

4. Shall accept no gratuity, gift, or favor that might influence professional judgment.

5. Shall offer no gratuity, gift, or favor to obtain special advantages.

(c) Obligation to the profession of education requires that the individual:

1. Shall maintain honesty in all professional dealings.

2. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.

3. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.

5. Shall not make malicious or intentionally false statements about a colleague.

6. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.

7. Shall not misrepresent one's own professional qualifications.

8. Shall not submit fraudulent information on any document in connection with professional activities.

9. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.

10. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. Shall provide upon the request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.

13. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), F.S.

14. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), F.S.

15. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), F.S.

16. Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

Rulemaking Authority 1001.02, 1012.795(1)(j) FS. Law Implemented 1012.795 FS. History—New 7-6-82, Amended 12-20-83, Formerly 6B-1.06, Amended 8-10-92, 12-29-98, Formerly 6B-1.006, Amended 3-23-16, 11-22-22, 2-21-23, 5-23-23, 8-22-23.

APPENDIX B – TEACHER BILL OF RIGHTS

CHAPTER 1015

TEACHERS' BILL OF RIGHTS

1015.01 Short title.

1015.02 Legislative findings.

1015.03 Rights of employment.

1015.04 Right to continuing education.

1015.05 Right to control the classroom.

1015.06 Right to direct classroom instruction.

1015.01 Short title.—This section and ss. 1015.02-1015.06 may be cited as the “Teachers’ Bill of Rights.”

History.—s. 11, ch. 2023-38.

1015.02 Legislative findings.—The Legislature finds that education is critically important in the development of children in this state. The Legislature additionally recognizes the supreme importance of having high-quality teachers in the classroom. Further, the Legislature finds it is necessary to establish a clear set of rights for teachers regarding their profession and classrooms.

History.—s. 12, ch. 2023-38.

1015.03 Rights of employment.—

(1) Pursuant to s. 447.301 and s. 6., Art. I of the State Constitution, the right of public employees, including teachers, to work may not be denied or abridged on account of membership or nonmembership in any labor union.

(2)(a) A teacher, except in cases of excessive force or cruel and unusual punishment, may not be held civilly or criminally liable for actions carried out in conformity with State Board of Education rules.

Pursuant to s. 1012.75, a teacher shall have access to liability coverage, subject to the General Appropriations Act, through the educator liability insurance program.

(b) Pursuant to s. 1012.26, a teacher may receive a reimbursement of reasonable expenses for legal services from his or her school district if the teacher is charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities.

(3) All students and public K-20 educational institution employees, including teachers, have the right to be free from discrimination in public K-20 educational institutions.

(4) Pursuant to s. 1012.56, teachers must be provided multiple pathways to earn an educator certificate.

History.—s. 13, ch. 2023-38.

1015.04 Right to continuing education.—

(1) Teachers are guaranteed a coordinated system of professional development with the goals of increasing student achievement, enhancing classroom instruction, and preparing students for continuing their education or joining the workforce. Pursuant to s. 1012.98, the Department of Education, public postsecondary educational institutions, public school districts, public schools, state education foundations, consortia, and professional organizations must work collaboratively to provide a coordinated system of professional development.

(2) Pursuant to s. 1009.26(10), teachers employed by a school district may receive a waiver for tuition and fees for up to 6 credit hours per term at a state university or Florida College System institution.

History.—s. 14, ch. 2023-38.

1015.05 Right to control the classroom.—

- (1) In accordance with state board rules and general law, a teacher has the authority to control and discipline students in his or her classroom and in other places in which the teacher is assigned to be in charge of students. Pursuant to s. 1003.32 and in order to provide an orderly and safe learning environment for students, a teacher may:
- (a) Establish classroom rules of conduct.
 - (b) Establish and implement consequences, which are designed to change behavior, for infractions of classroom rules of conduct.
 - (c) Have disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive students removed from the classroom for behavior management intervention.
 - (d) Have violent, abusive, uncontrollable, or disruptive students directed to appropriate school or district school board personnel for information and assistance.
 - (e) Assist in enforcing school rules on school property, during school-sponsored transportation, and during school-sponsored activities.
 - (f) Request and receive information relating to the disposition of any referrals to administration for a violation of classroom rules of conduct or school rules.
 - (g) Request and receive immediate assistance in classroom management if a student becomes uncontrollable or in the case of an emergency.
 - (h) Request and receive training and other assistance to improve his or her skills in classroom management, violence prevention, conflict resolution, and related areas.
 - (i) Press charges if there is a reason to believe that a crime has been committed on school property, during school-sponsored transportation, or during school-sponsored activities.
 - (j) Use reasonable force, according to standards adopted by the State Board of Education, to protect himself or herself or others from injury.
- (2) For purposes of this section, in cases in which a teacher faces litigation or professional practices sanctions for an action taken pursuant to subsection (1), there is a rebuttable presumption that a teacher was taking necessary action to restore or maintain the safety or educational atmosphere of his or her classroom.

History.—s. 15, ch. 2023-38.

1015.06 Right to direct classroom instruction.—

- (1)(a) In accordance with general law and State Board of Education rules, a teacher has the right to direct his or her classroom instruction. If a teacher is directed by his or her school district or school to violate general law or state board rules, he or she may request the Commissioner of Education to appoint a special magistrate who is a member of The Florida Bar in good standing and who has at least 5 years' experience in administrative law. The special magistrate shall determine facts relating to the dispute over the school district procedure or practice, consider information provided by the teacher and the school district, and render a recommended decision for resolution to the state board within 30 days after receipt of the request by the teacher.
- (b) The state board must approve or reject the special magistrate's recommended decision at its next scheduled board meeting. The costs of the special magistrate must be borne by the school district.
 - (c) If the school district is found in violation of general law or state board rules, the state board may withhold the salary of the superintendent until the violation is corrected.
- (2) Pursuant to s. 1008.25, a teacher has the right to receive student assessment data in a timely manner in order to assist in instruction.

History.—s. 16, ch. 2023-38.

APPENDIX C – IEST

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