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CONTRACT BETWEEN
THE SCHOOL BOARD OF CHARLOTTE COUNTY, FLORIDA
AND CHARLOTTE FEA FOR INSTRUCTIONAL EMPLOYEES
July 1, 2012 2016 - June 30, 2016 2019

*****NOTE: All previous CAPITALIZED sections noting additions to previous contracts have been changed to normal case and section headings have been added for ease of navigation. Additionally, margins and spacing have been adjusted from previous versions. Substantive changes from the most recently-ratified agreement will appear in all caps (additions) and strikethrough (deletions).**

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ARTICLE I – DEFINITIONS

Association – Charlotte FEA

Board – The School Board of Charlotte County, Florida

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

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 XXXX]

Rank – Salary schedule placement according to Bachelor’s Degree, Specialist’s Degree, Master’s Degree or Doctor’s Degree

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, D., 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:

Inclusions

Basic K-12 program teachers
Vocational education teachers
Compensatory education teachers
Guidance counselors
Occupational specialists
ESE teachers
Title I teachers
Media specialists
Deans
Teachers on special assignment
Elementary resource teachers
NJROTC
Social Workers

All position listed herein, filled or unfilled, shall remain bargaining unit position for the term of this contract.

Exclusions: Superintendent, executive directors, assistant to the superintendent, coordinators, 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

Changes: Bargaining unit inclusions and exclusions are subject to ultimate determination as provided by law AND SUBJECT TO PERC.

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.

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

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.

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.

School Board Materials and Agendas: The Superintendent shall notify the Association of the date, place and hour of the Board meetings and provide the Association with a complete agenda and supporting data no later than the Friday morning prior to all regular meetings. The Association shall be notified of any incomplete or further anticipated agenda items. Any materials absent from the package shall be provided to the Association upon release to the School Board. Complete committee reports sent to the board shall be available to the Association.

ARTICLE IV- ASSOCIATION RIGHTS AND RESPONSIBILITIES

Rights

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) work days in advance of the anticipated absence. Such leave shall only be used on advance authorization and notice by the Association president or his/her designees. 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.

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

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 of the employee begins, 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.

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.

Communication – The Association shall have exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least two 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. THE ASSOCIATION WILL ALSO HAVE ACCESS TO AN ELECTRONIC FORUM VIEWABLE BY ASSOCIATION MEMBERS. ~~The Association shall have exclusive right to post/manage notices of activities and matters of Association concern on a designated electronic folder/bulletin board. The electronic folder/bulletin board shall be visible on each individual employee's account. The Board reserves the right to discontinue the electronic folder/bulletin board for just cause. District administrative staff may monitor items posted on either a bulletin board or the electronic folder for content. The following procedures shall be followed should the Administration have concerns about the content of an item:~~

~~The Administration shall immediately notify the Association and cite the reasons and rationale for such concerns.~~

Following review of the posted item and discussion of the concerns, the Association shall determine whether or not to remove the item.

In the event that CFEA fails to respond or declines to remove the item, then the District may remove the item for just cause.

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

Public Records – The Board shall make available for review all public documents which are not of a privileged or confidential nature. Said availability shall also include Board agendas at the same time agendas are publicly distributed. The principal of each school, or his OR HER designee, shall post one copy of MAKE AVAILABLE the Board agenda when received.

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 so 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.

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 the district of any 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.

New Teacher Orientation – The Association will sponsor a 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 union shall have at least thirty (30) minutes to conduct a membership presentation.

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.

The CFEA and the District shall work collaboratively to insure CFEA representation on the District Tech Advisory Committee.

Extended School Year – Should the state-allocated FUNDS BECOME AVAILABLE FROM ANY SOURCE extended school year funds, the parties agree to negotiate all issues of salary, benefits and working conditions.

Negotiations shall begin immediately upon state approval of such funds.

Responsibilities

Recognize Board Authority – It is the responsibility of EMPLOYEES REPRESENTED BY CFEA the Association, its representatives, and members IS to carry out administrative directives and administrative regulations. Neither the Association nor its representatives shall assume Board administrative or supervisory authority.

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.

ARTICLE V – THE PARTNERSHIP AND PERFORMANCE COUNCIL

Charlotte County Public Schools District Partnership and Performance Council

The Charlotte County Public Schools Partnership and Performance Council (CCPS District PPC) is the chief policy making body for our collaborative initiative. It ~~will be~~ **IS** a forum for communication and cooperation in support of our mission to deliver high quality education; to maintain a high quality work environment for employees of CCPS; and to generate gains in efficiency, effectiveness, and accountability through policies, programs and services that are economically feasible and justifiable. The council will define goals, set priorities, and designate appropriate time-lines, responsibilities, and resources to achieve a prompt response. The Council will also develop a more long-term agenda and work plan, while continuing to be responsive to emerging issues.

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 part and parcel of this contract. **THE PARTIES AGREE TO MEET TO REVIEW AND REVISE THE PPC PROCEDURES AND GUIDELINES MANUAL NO LATER THAN NINETY (90) DAYS AFTER THE RATIFICATION OF THIS CONTRACT.**

Members of the District PPC will consist of representatives of management, including the Superintendent and **SEVEN (7)** members of the administration along with representatives of Labor, including the CFEA President, the Service Unit Executive Director (**NON-VOTING**) and **5 (FIVE)** other teacher members.

The Superintendent and the President of CFEA shall serve as co-chairs of this Council.

No alternates will replace absent members. ~~It is t~~ **The** responsibility of all members **IS** to attend PPC **MEETINGS**.

Additional resource people may be invited to attend meetings for informational purposes, but will not participate in decision-making by members of the Council.

Management shall provide a Recording Secretary who shall be responsible for publishing and distributing the agenda prior to the meeting, and recording, publishing, and distributing the minutes following the meeting.

Meetings of the District PPC

The Council shall meet monthly. Special meetings may be scheduled as needed. All Council and sub-committee meetings will be considered district business as defined by contract.

All meeting participants, including sub-committee members, will have received FMCS /IBPS training as a condition of participation.

Costs associated with meetings will be shared, covered by contract or grant.

Charlotte County Public Schools School Based Partnership Committees

A School-Based Partnership Committee shall be created in every school. It will be a forum for communication and cooperation in support of our mission to deliver high quality education; to maintain a high quality work environment for employees of CCPS; and to generate gains in efficiency, effectiveness, and accountability through policies, programs and services that are economically feasible and justifiable.

The 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 ~~continuing to be responDING~~ **give** to emerging issues.

School Based Committees will use the FMCS Interest-Based process outlined in FMCS training modules as the method by which decisions are made.

Membership on the School-Based Partnership Committee

THE CFEA PRESIDENT OR DESIGNEE WILL, IN CONSULTATION WITH ADMINISTRATION AND FACULTY, APPOINT THE CO-CHAIR. THE ADMINISTRATIVE AND TEACHER CO-CHAIRS WILL FILL, COLLABORATIVELY, ANY VACANCIES (OTHER THAN THE CO-CHAIR) THAT OCCUR. ~~Teacher members of the committee shall be appointed by the CFEA president in consultation with building administration and teachers at the school site with~~ High school committees SHALL HAVE ~~having~~ six (6) teacher members; middle schools COMMITTEES SHALL HAVE ~~having~~ five (5) teacher members, and elementary/special schools or centers SHALL HAVE ~~having 4 (four)~~ 5 (FIVE) teacher members of the committee.

Each committee shall have at least one administrative member, who shall serve as co-chair.

Instructional co-chair shall be selected by CFEA president after consultation with the school principal.

Vacancies shall be filled consistent with the original selection process.

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.

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

“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 CFEA AND THE DISTRICT 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 CFEA AND THE BOARD, SUCH DATE-DEFINED MEMORANDA OF UNDERSTANDING SHALL BECOME EFFECTIVE.

The Process

The school principal examines the report to determine the exact nature of the school’s low performance.

The appropriate intervention team is formed within 10 days of receiving the notice of low performance. THE TEAM WILL Follow the interest-based process and ensure all participants are trained in the interest based process OR IBPS.

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.

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.

The intervention team develops a Progress Plan that parallels the Student Success Plan and timeline. Implementation and progress monitoring of student achievement is the responsibility of the monitoring team, which is comprised of the appropriate director, CFEA 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.

Collaboration is the theme!

SHOULD THE SUPERINTENDENT DETERMINE A NEED TO 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.

The Intervention Teams

Elementary Team**

High School Team**

Director of Elementary Learning
Principal
CFEA Representative
(Determined by CFEA President)

Director of Secondary Learning
Principal
CFEA Representative
(Determined by CFEA President)

Human Resources representative
(Appointed by Supt.)
SAC chairperson or designee
Lead Teacher and AP
One K-2 teacher*
One 3-5 teacher*
One ESE teacher*
Psychometrician

Human Resources representative
(Appointed by Supt.)
SAC chairperson or designee
Assistant Principal for Curriculum
Four Core teachers*
One ESE teacher*
Psychometrician

Middle School Team**
Director of Secondary Learning
SAC Chairperson or designee
Principal
Assistant Principal
CFEA Representative (determined by CFEA President)
Three Core teachers*
Human Resources Representative (appointed by Supt.)
Psychometrician
One ESE teacher*

*Determined collaboratively by the principal and CFEA president.

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

ARTICLE VII – POSTING

General – 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, he/she may do so after notifying the Association and explaining the urgency.

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

Supplemented DIFFERENTIATED PAY positions at the worksite

Time of Posting – All new vacancies in the bargaining unit shall be posted weekly. Peer teacher shall not be considered a vacancy for purposes of posting, voluntary transfer, or promotion.

Positions Not in the Bargaining Unit – AVAILABLE Vacancies not in the bargaining unit, for which employees may be qualified, shall be posted weekly.

Posting Inclusions – Posting shall include

Position title

Location (if applicable)

Position qualification such as (non-ordered)

Certification

Subject area experience

Seniority

Willingness to perform in supplemental DIFFERENTIATED PAY positions

End of Posting – The position shall remain posted a minimum of three days. Reductions in force shall not require posting.

Posting as A Result of Reassignment – Positions to be filled by reassignment within a site shall be posted for three (3) days at the site where the vacancy exists.

ARTICLE VIII – HIRING AND ASSIGNMENT

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.

INTERNAL APPLICANT INTERVIEW PROCESS

THE PRINCIPAL/SUPERVISOR ACCEPTING APPLICATIONS FOR A VACANCY SHALL BE REQUIRED TO INTERVIEW AT LEAST 5 (FIVE) INTERNAL CERTIFIED CANDIDATES (SHOULD AT LEAST 5 (FIVE) APPLY), PROVIDED THOSE CANDIDATES RECEIVED AT LEAST A RATING OF "EFFECTIVE" IN THE PREVIOUS YEAR'S EVALUATION. IF INTERNAL CANDIDATES WHO APPLIED RECEIVED A "HIGHLY EFFECTIVE" RATING IN THE PREVIOUS YEAR, 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.

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 LOGICAL, FAIR, AND TRANSPARENT.

ALL APPLICANTS AND INTERVIEWED CANDIDATES NOT SELECTED FOR THE POSITION SHALL BE NOTIFIED OF THEIR NON-SELECTION IN A TIMELY FASHION.

Certification – 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. A NEWLY HIRED EMPLOYEE SHALL HAVE NO MORE THAN 2 (TWO) YEARS TO COMPLETE ENDORSEMENTS OR CERTIFICATIONS THAT ARE A CONDITION OF HIRE. A FAILURE TO COMPLETE REQUIRED-FOR-CONTINUANCE ENDORSEMENTS OR CERTIFICATIONS MAY LEAD TO NON-RENEWAL OF A TEACHER'S CONTRACT. AMONG THESE POSSIBLE REQUIREMENTS ARE STATUTORILY MANDATED ESOL, READING ENDORSEMENTS, AND SUBJECT-SPECIFIC CERTIFICATIONS.

A TEACHER WITH GREATER THAN 2 (TWO) YEARS' SERVICE WITH THE DISTRICT NEEDING THE ESOL ENDORSEMENT, SUBJECT-SPECIFIC CERTIFICATION(S), OR OTHER STATUTORILY-MANDATED CERTIFICATION(S)/ENDORSEMENT(S), MUST COMPLETE 3 (THREE) SEMESTER HOURS TOWARD THE REQUIREMENTS WITHIN 2 (TWO) YEARS OF THE DATE OF NOTICE BY THE DISTRICT. AT LEAST 3 (THREE) 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.

TEACHERS MAY ELECT TO DROP A CERTIFICATION THEY PRESENTLY HOLD. HOWEVER, IF THAT CERTIFICATION IS WITHIN A SUBJECT AREA REQUIRED FOR WHAT THEY ARE CURRENTLY TEACHING, THEY MAY ONLY DROP THAT CERTIFICATION FOLLOWING THE COMPLETION OF THAT SCHOOL YEAR.

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.

IN ACCORDANCE WITH FLORIDA STATUTE AND DEPARTMENT OF EDUCATION ADMINISTRATIVE RULES, A TEACHER WHO IS ASSIGNED TO TEACHER OUT-OF-FIELD FOR A SECOND CONSECUTIVE YEAR SHALL BE THE SUBJECT OF DISCUSSION FOR REMEDY BETWEEN THE DISTRICT AND THE CFEA TO RETURN THAT TEACHER TO HIS OR HER AREA OF CERTIFICATION AS SOON AS PRACTICABLE, BUT NO LATER THAN THE FOLLOWING YEAR.

Summer School – Employees being considered for employment in summer school must be certified and experienced in the area of employment. The exception shall be for areas that no person can be found with certification. Employees shall be paid their hourly rate. Any additional training required for summer school employment shall be available to all employees prior to the beginning of summer school employment. All employees shall be given an opportunity to take such training prior to the application period. Employees taking such training shall be compensated. If two (2) applicants are of equal qualifications as outlined in the paragraph above, seniority shall be the deciding factor. 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.

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 years.

~~Administrator~~ NON-BARGAINING UNIT EMPLOYEE Return to Bargaining Unit – A District employee who returns to the bargaining unit after service ~~as an administrator employee~~ OUTSIDE THE BARGAINING UNIT shall:

Serve in a non-bargaining unit position (e.g., as a substitute or a temporary employee) until ~~the~~ HIS OR HER ~~administrative~~ contract concludes;

Apply for a vacant teaching position when his/ OR her contract ~~as an administrator~~ concludes, and be subject to the hiring and selection criteria in accordance with provisions of this contract;

Receive full credit for all District years of experience 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 ~~s/he entered~~ EXITED THE BARGAINING UNIT. ~~as an administrator.~~

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.

An employee

PROBATIONARY CONTRACT STATUS

A PROBATIONARY CONTRACT EMPLOYEE MAY BE DISMISSED WITHOUT CAUSE OR MAY RESIGN WITHOUT BREACH OF CONTRACT.

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 HE OR SHE 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 1 (ONE) SCHOOL YEAR WHICH THE DISTRICT MAY CHOOSE TO AWARD OR NOT AWARD WITHOUT CAUSE. ANY INSTRUCTIONAL PERSONNEL WITH AN ANNUAL CONTRACT MAY BE SUSPENDED OR DISMISSED AT ANY TIME DURING THE TERM OF THE CONTRACT FOR JUST CAUSE PER FLORIDA STATUTE.

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 TEACHER 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 DEVELOPMENT

Purpose

The central purpose of professional appraisal and development is the improvement of the performance of all instructional personnel through a comprehensive program of support, training and documentation of generic teaching competencies. It is the right and responsibility of the Board to establish the criteria and method of appraisal in compliance with Florida statutes as abridged by this contract. The responsibility of Administration IS to do all written appraisals of employees and make recommendations for the future employment of all bargaining unit members. While teacher evaluation is captured in the pace process, other state-certified bargaining unit members' evaluations will be based in instruments aimed at performance in these categories: curriculum and instruction; dean; itinerant personnel; elementary lead teacher; middle school instructional coach; media specialist; guidance counselor; and social worker (SSAS). Only administrators who participated in district-trained evaluators shall conduct appraisals. The district's data management system shall provide a special field to indicate whether administrators participated in the initial and all follow-up PACE training within two weeks of the first day of the school year or two weeks after employment in the district, a trained evaluator shall fully inform and explain to employees the pace process, criteria, data sources, methodologies, procedures and instruments used in the process. No observation for purposes of this evaluation shall take place until such orientation has been completed.

Probationary Contract employees/Annual Contract employees in NET – The following guidelines must be met by the administration for performing appraisals for Probationary Contract and annual Contract employees in NET: Teachers in the New Educator Training (NET) program shall be observed/evaluated at least twice each year.

One appraisal shall be conducted during the first three (3) months after that employee's beginning date of employment.

One (1) additional appraisal must be completed.

The final appraisal COMPLETING PART I AND PART II must be submitted to the Director of Human Resources no later than eight (8) weeks prior to the last day of school and shall indicate whether or not the principal recommends employment renewal for the probationary employee or annual contract employee in net. Part iii data will be combined with parts i and ii to provide a final evaluation by no later than twenty-eight (28) calendar days after the district's receipt of state VAM scores for student performance on ELA and math FSAs and the FSA algebra I EOC. This final evaluation calculation/level of effectiveness shall be communicated electronically via district e-mail to the respective bargaining unit member.

Additional appraisals may be conducted at the discretion of the administrator.

Annual Contract Employees Not in NET, continuing contract, and PROFESSIONAL SERVICE CONTRACT EMPLOYEES: The following guidelines must be met by the administration for performing appraisals of annual contract instructional personnel not in NET, all continuing contract or professional service contract instructional personnel:

One (1) appraisal must be completed by the designated administrator no later than eight (8) weeks prior to the last day opening of school.

Additional appraisals, utilizing observations, may be conducted at the discretion of the principal.

An annual appraisal form completing parts I and II must be submitted to the Director of Human Resources no later than eight (8) calendar weeks prior to the last day of school. Part III data will be

combined with parts I and II to provide a final evaluation by no later than twenty-eight (28) calendar days after the district's receipt of state VAM scores for student performance on ELA and math FSAs and the FSA algebra I EOC. This final evaluation calculation/level of effectiveness shall be communicated electronically via district e-mail to each respective bargaining unit member.

If a teacher provides evidence that a student has accumulated absences not accounted for in focus that exceeds 10% of the number of student attendance days from day one of student enrollment to day one of the state approved or other district approved assessment, and if such evidence aligns to other independent evidence such as sign-in/sign-out sheets or referrals, then, at the teacher's request, the student shall be removed from the teacher's roster.

Student absences will be recorded by the teacher IN FOCUS.

Secondary teachers will record attendance on a class-by-class basis.

Elementary teachers will record daily morning attendance.

Florida Statutes—Employee appraisals shall be conducted in accordance with Florida Statutes as modified herein.

Appraisal Procedures

Employees shall be evaluated in accordance to the appropriate procedures in the PACE or SSAS/Alternative Instruments for other certificated staff, incorporated by reference as part and parcel to the Contract. As such, the evaluation system is subject to ratification. An employee has the right to Appeal the evaluation process as outlined in the PACE/SSAS document. An employee shall only be evaluated by an administrator who has been properly trained by the District for the PACE procedure, and only on the PACE forms as delineated in PACE document. PACE is subject to ratification.

Orientation Procedures—The principal or other administrative personnel will be directly involved in orienting the instructional personnel to all phases of the appraisal process. Orientation activities for instructional personnel involved in the PACE/SSAS appraisal process will include introduction to the appraisal process and review of the appraisal components.

This orientation should be completed no later than two (2) weeks after the opening of school. New personnel entering after the beginning of the school year should receive an orientation prior to the first observation.

After orientation, personnel will be asked to sign the PACE/SSAS Receipt/Receipt Orientation Log to ensure they have received a link to the online copy of the plan and completed the orientation.

Collegial support and Assistance Employees Do Not Appraise—Employees are encouraged to participate in collegial support and assistance. No employee covered by the agreement shall be required to make appraisals of other bargaining unit employees. Employees serving as department heads, peer teachers, or in like capacities, shall refer to the appropriate job description for their responsibilities in the development/improvement of employees.

Employee initiated requests—employees serving as department heads, peer teachers, or in like capacities shall provide confidential feedback and coaching to the teacher.

CAST, NET, and other formalized assistance initiated programs—employees serving as department heads, peer teachers, or in like capacities shall assist and provide non-evaluative information to the principal and the teacher that can be used in the development/improvement of employees.

Professional Accountability for Charlotte Educators (PACE)

Effective in the 2014-2015 school year, teachers will participate in the collaboratively-developed Professional Accountability for Charlotte's Educators (PACE) evaluation system. This evaluation document (See Appendix D) and process aims at meeting Florida Statute (1012.) Language that calls for performance based assessment of teachers.

In accordance with Florida statute effective April 2015, PACE structure calls for a three-part evaluation of classroom teachers; (part I) instructional delivery, (part II) deliberate practice, and (part III) student

achievement (value-added model—VAM). Each of these parts is predicated on a (minimum) 0.0 to 4.0 (maximum) scale. The three scores, when complete, shall be calculated as described below to determine a final metric (converted to a level of effectiveness) to complete the evaluation process. Part I (instructional delivery)—part I will rely (33 percent) upon principal observations of teacher demonstrated use of 16 specific Robert Marzano (Art And Science Of Teaching) elements: the trained administrator scoring this instructional delivery shall result from (but not be limited to) an administrator review of the teacher’s data, artifacts, anecdotes and demonstrations. Teachers may submit evidence to demonstrate use of the Marzano elements that may not have been observed by the administrator. This does not negate the necessity for an evaluator to conduct an in-person observation of the employee.

Part II (deliberate practice): part II will rely (33 percent) upon a teacher’s self-identified (deliberate practice) Marzano element with which the teacher 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 teacher’s data, artifacts, anecdotes and demonstrations. Teachers may submit evidence to demonstrate use of the Marzano elements that may not have been observed by the administrator. This does not negate the necessity for an evaluator to conduct an in-person observation of the employee.

Part III (student growth or achievement data): part III will rely on 34 percent upon value-added model (VAM) scores, reflective of student achievement in Florida standard assessments—or—student performance data in non-VAM teacher classes.

Computation of data—the scoring of tests should be completed on or before the due date for final course grades (school year/semester).

Option One: a non-VAM teacher may opt to use the school-wide VAM for his/her performance score for PACE.

Option Two: non-VAM teachers will, within three weeks of the end of their (semester or final) courses, administer an assessment of students that measures students’ proficiency in demonstrating attainment of skills and knowledge, derived from and embedded in state standards.

—the mid-term and final exam scores shall be averaged to determine proficiency as determined by a grade matrix (secondary only).

—students who are enrolled only one semester in a full-year course will be counted in the teacher’s full-year scores if those one-semester students are deemed proficient in that half-year (secondary only).

—these assessments shall be reviewed by the principals/assistant principals in conjunction with the department of learning at least four weeks before the assessment is administered to students. The assessment may serve as a mid-term and final exam.

—aggregate data for student performance on these assessments will serve as a measure that replaces VAM for Florida Standard Assessment teachers. While all student scores affect the calculation in the performance section of pace, only student scores of 70 percent or higher are deemed proficient.

Depending upon the total number of students who are deemed proficient, the teacher’s score will convert to highly effective (HE), effective (E), needs improvement (NI), or unsatisfactory (U).

—Classroom-based special education teachers may use a teacher-created assessment approved by the district, iReady, or FSAA to create data for the performance section of PACE.

Option Three: iReady (end of year view) or USA TestPrep (end of year proficiency only) may be used in place of the teacher-made assessment.

Mixed Schedules/Grades/Courses—the parties acknowledge that a population of teachers teach mixed schedules of subjects, grades and courses. In these cases, the following shall apply:

The teacher is bound by a VAM that attaches to students in his/her roster who are tested by FSAs and FSA Algebra I EOC.

The blend of VAM and non-VAM data shall be proportionate to the number of state-tested classes of the VAM and non-VAM (non-state-tested) classes and shall not exceed 34% of the achievement data. Those students who earn a grade of 70 or higher shall be deemed proficient on the test. The non-VAM value shall be determined by the number of proficient over the number of total test takers to establish a percentage of those deemed proficient.

Non-VAM Teachers		
Grade	Test	Data By / Where Stored
K-3	iReady (or relevant subject/grade	Teacher and District
	Level assessment) and/or school-	End of school year
	Wide VAM	
Special Areas	Teacher created tests/district	Teacher and District
	Approved and/or school wide	End of school year
	VAM	
K-5 ESE-Access Curriculum	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year
	VAM	
4-5 ESE-Access Curriculum	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year
	VAM	
5 th Grade Teacher who Teaches Only Science	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year
	VAM/State Science Test, grade 5	
6-8 Specials	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year/
	VAM	semester
6-8 Science/Social Studies	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year/
	VAM	semester
7 Civics	USA Test Prep/EOC/Teacher	Teacher and District
	created/district approved	End of school year/
	and/or school wide VAM	semester
6-8 ESE-Access Curriculum	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year/
	VAM	semester
US History/Bio/Alg 2/Geom	USA Test Prep/EOC/Teacher	Teacher and District
	Created/district approved	End of school year/
		Semester
Not 9-10 ELA/ELA Honors/Alg 1/Alg 1A 1/B	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year/
	VAM	semester
9-10 ESE-Access Curriculum	Teacher created tests/district	Teacher and District
	approved and/or school wide	End of school year/
	VAM	semester

Final Score Calculation

The total overall percentage of Part I, Part II And Part III Shall Be 100%. The converted GPA-like scores, by metric and overall score, shall contain point values that define state-specified levels of teacher performance;

Highly Effective (3.5+)

Effective (2.5-3.49)

Needs Improvement (1.5-2.49)

Unsatisfactory (<=1.49)

Part I And Part II End-Of-Year Conference – the teacher is responsible for the preparation of these data for a summative end-of-year conference for parts I and II with the teacher’s supervisor. Date of the conference shall be mutually determined between the teacher and the administrator.

A CAST teacher is held harmless from termination for a period not to exceed 24 months from the date of start.

The appellant may, without committee encouragement, enter CAST voluntarily.

The teacher-appellant may withdraw his/her appeal at any time before, during, or after the process of appeal.

The parties agree that the June 2016 state of Florida VAM score shall apply to PACE evaluation for those teachers who teach state-tested courses or sections. Further, the parties agree that non-VAM teacher sections shall reflect student proficiency scores (the number of students earning an unweighted score of 70 percent or higher on a teacher-made or determined test, divided by the number of non-VAM students enrolled in each section taught by a non-VAM teacher).

Teachers who teach VAM and non-VAM grades or courses shall, proportionately, reflect a blended score in the student performance metric. Notwithstanding the above, for the 2015-16 school year, a teacher shall not face termination due to a VAM score.

PHILOSOPHY / STATE MANDATE

IN THE PURSUIT OF STUDENT ACADEMIC SUCCESS, PACE ADDRESSES THE PROFESSIONAL RESPONSIBILITIES OF HONING THE TEACHING CRAFT THROUGH THE USE OF, REFLECTION UPON AND EFFECTIVE OR HIGHLY EFFECTIVE PERFORMANCE OF THE MARZANO’S DESIGN QUESTIONS AND ELEMENTS.

THE GOAL OF CHARLOTTE COUNTY PUBLIC SCHOOLS IS TO ENCOURAGE PROFESSIONAL DIALOGUE AND PROFESSIONAL GROWTH THAT LEADS TO ACADEMIC SUCCESS FOR ALL STUDENTS.

INSTRUMENTS

THE INSTRUMENT FOR CONDUCTING CLASSROOM TEACHER EVALUATIONS IS BASED ON *THE ART AND SCIENCE OF TEACHING* FRAMEWORK, AUTHORED BY ROBERT MARZANO. EACH INDIVIDUAL ELEMENT SELECTED FROM THE FRAMEWORK IS OBSERVED AND SCORED BY A SUPERVISOR ON THE CATEGORICAL CONTINUUM. TEACHERS ARE OBSERVED DURING AT LEAST ONE ANNOUNCED FORMAL OBSERVATION DURING THE SCHOOL YEAR. INFORMAL OBSERVATIONS, 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 DISTRICT'S WEBSITE. THE CATEGORIES ARE ASSOCIATED WITH MATHEMATICAL VALUES ACCORDING TO THE FOLLOWING CHART:

RATING CATEGORY	VALUE
INNOVATING	4
APPLYING	3
DEVELOPING	2
BEGINNING	1
NOT USING	0

PART I- INSTRUCTIONAL PRACTICE

A PORTION OF THE ELEMENTS (CURRENTLY 14 OF THE 16 TOTAL) IS MUTUALLY AGREED UPON BETWEEN CFEA AND THE DISTRICT AS THE SCORED ELEMENTS FOR THE INSTRUMENT FOR A GIVEN YEAR. A SMALLER PORTION OF THE ELEMENTS (2 OF THE 16) IS DECIDED AT EACH INDIVIDUAL SCHOOL SITE BY THE PPC OF THAT SITE. THESE TWO PORTIONS OF ELEMENTS (16 IN TOTAL) COMPRISE THE FIRST OVERALL PORTION OF THE EVALUATION INSTRUMENT: DOMAIN 1. EACH OBSERVED ELEMENT IS ASSIGNED A CATEGORICAL RATING BY THE OBSERVER. THE RATINGS ARE COMBINED AND AVERAGED ON A FOUR-POINT SCALE TO DETERMINE A SCORE. THIS DOMAIN 1 SCORE REPRESENTS THIRTY-THREE PERCENT (33%) OF THE OVERALL EVALUATION SCORE.

PART II- DELIBERATE PRACTICE

THE SECOND OVERALL PORTION OF THE EVALUATION INSTRUMENT IS DELIBERATE PRACTICE. THIS COMPONENT IS COMPRISED OF ONE OR MORE ELEMENTS, THAT MAY OR MAY NOT BE FOUND IN THE SELECTED ELEMENTS FOR DOMAIN 1. THE INDIVIDUAL TEACHER IDENTIFIES THE ELEMENT FOR DELIBERATE PRACTICE BASED ON THE PROFESSIONAL GROWTH NEEDS/TARGETS FOR THAT TEACHER AND A DISCUSSION ABOUT THIS SELECTION WITH HIS/HER EVALUATOR. THIS ELEMENT IS TO BE OBSERVED (DIRECTLY, IF POSSIBLE) OR REVIEWED BY THE OBSERVER/SUPERVISOR AND ASSIGNED A CATEGORY. THE RATING OF THIS ELEMENT SERVES AS THE DELIBERATE PRACTICE SCORE IN ACCORDANCE WITH THE TABLE ABOVE. THE DELIBERATE PRACTICE COMPONENT REPRESENTS THIRTY-THREE PERCENT (33%) OF THE OVERALL EVALUATION SCORE.

PART III- STUDENT PERFORMANCE

THE FINAL PORTION OF THE EVALUATION INSTRUMENT IS THE STUDENT PERFORMANCE DATA COMPONENT. THIS COMPONENT REPRESENTS THIRTY-FOUR PERCENT (34%) OF THE OVERALL EVALUATION SCORE. STARTING WITH THE 2017-2018 SCHOOL YEAR, THE STUDENT-PERFORMANCE DATA-COMPONENT SHALL DERIVE FROM TEACHER-MADE TESTS (TMT) RESULTS FROM STUDENTS AND OTHER OPTIONS AS DESCRIBED HEREIN.

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. Student performance scores for instructional personnel shall be derived only from the test scores of students the teacher actually instructs, or, for personnel who are not in the classroom, from students to which that individual is responsible to provide services.

Survey 2 (October) and 3 (February) FTE verification will be used for roster verification. Teachers shall verify students assigned to their classroom prior to data submission by the district to the FLDOE. This verification shall occur at a minimum of twice annually. Corresponding to the OCTOBER and FEBRUARY FTE survey counts. Teachers will review the student roster and verify its accuracy by signing and dating the list. Teachers will be notified at least two (2) weeks in advance of the due date for submission of roster verification. A teacher may request a change to the roster through the addition/deletion district process if the change is due to a data entry error from the corresponding FTE survey count.

PROFESSIONAL ACCOUNTABILITY FOR CHARLOTTE EDUCATORS (PACE)

TEACHERS WILL PARTICIPATE IN THE COLLABORATIVELY- DEVELOPED PROFESSIONAL ACCOUNTABILITY FOR CHARLOTTE'S EDUCATORS (PACE) EVALUATION SYSTEM. THIS EVALUATION DOCUMENT (SEE APPENDIX XXXX) AND PROCESS AIMS AT MEETING FLORIDA STATUTE LANGUAGE THAT CALLS FOR PERFORMANCE-BASED ASSESSMENT OF TEACHERS.

IN ACCORDANCE WITH FLORIDA STATUTE, PACE STRUCTURE CALLS FOR A THREE-PART EVALUATION OF CLASSROOM TEACHERS: (PART I) INSTRUCTIONAL DELIVERY, (PART II) DELIBERATE PRACTICE, AND (PART III) STUDENT ACHIEVEMENT. EACH OF THESE PARTS IS PREDICATED ON A 0.0 (MINIMUM) TO 4.0 (MAXIMUM) SCALE. THE THREE SCORES, WHEN COMPLETE, SHALL BE CALCULATED AS DESCRIBED BELOW TO DETERMINE A FINAL METRIC (CONVERTED TO A LEVEL OF EFFECTIVENESS) TO COMPLETE THE EVALUATION PROCESS.

PART I (INSTRUCTIONAL PRACTICE)

PART I WILL RELY (33 PERCENT) UPON PRINCIPAL OBSERVATIONS OF TEACHER- DEMONSTRATED USE OF 16 SPECIFIC ROBERT MARZANO (*ART AND SCIENCE OF TEACHING*) ELEMENTS: THE TRAINED-ADMINISTRATOR SCORING THIS INSTRUCTIONAL DELIVERY SHALL RESULT FROM (BUT NOT BE LIMITED TO) AN ADMINISTRATOR-REVIEW OF THE TEACHER'S DATA, ARTIFACTS, ANECDOTES AND DEMONSTRATIONS. TEACHERS MAY SUBMIT EVIDENCE TO DEMONSTRATE USE OF THE MARZANO ELEMENTS THAT MAY NOT HAVE BEEN OBSERVED BY THE ADMINISTRATOR. THIS DOES NOT NEGATE THE NECESSITY FOR AN EVALUATOR TO CONDUCT AN IN-PERSON OBSERVATION OF THE EMPLOYEE. WHILE EMPLOYEES ARE GRANTED THE OPPORTUNITY TO PROVIDE EVIDENCE AND ARTIFACTS TO SUPPORT A GIVEN RATING FOR AN ELEMENT, THE OBSERVER/EVALUATOR RETAINS THE SOLE RIGHT TO ASSIGN THE FINAL RATING FOR EACH ELEMENT.

PART II (DELIBERATE PRACTICE)

PART II WILL RELY (33 PERCENT) UPON A TEACHER'S SELF-IDENTIFIED (DELIBERATE PRACTICE) MARZANO ELEMENT WITH WHICH THE TEACHER 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 TEACHER'S DATA, ARTIFACTS, ANECDOTES AND DEMONSTRATIONS. TEACHERS MAY SUBMIT EVIDENCE TO DEMONSTRATE USE OF THE MARZANO ELEMENTS THAT MAY NOT HAVE BEEN OBSERVED BY THE ADMINISTRATOR. THIS DOES NOT NEGATE THE NECESSITY FOR AN EVALUATOR TO CONDUCT A PERSONAL OBSERVATION OF THE EMPLOYEE. THE SCORE FOR PART II WILL BE THE FINAL RATING OR AVERAGED RATINGS OF THE SELF-IDENTIFIED ELEMENT(S). WHILE EMPLOYEES ARE GRANTED THE OPPORTUNITY TO PROVIDE EVIDENCE AND

ARTIFACTS TO SUPPORT A GIVEN RATING FOR AN ELEMENT, THE OBSERVER/EVALUATOR RETAINS THE SOLE RIGHT TO ASSIGN THE FINAL RATING FOR EACH ELEMENT.

PART III (STUDENT GROWTH OR ACHIEVEMENT DATA)

ELEMENTARY (K-5) TEACHERS' TEACHER-MADE-TEST OR IREADY DATA WOULD BE COLLECTED, ONCE PER YEAR, AT THE END OF THE SCHOOL YEAR.

ELEMENTARY (K-5) NET TEACHERS WILL EMPLOY THEIR STUDENTS' MID-YEAR IREADY SCORES OR TEACHER-MADE-TEST (TMT) SCORES TO SATISFY FIRST-YEAR TEACHERS' NEED FOR A HALF-YEAR METRIC IN THEIR FIRST YEAR OF TEACHING. ONLY THE END-OF-YEAR METRIC WOULD DETERMINE THE 34% METRIC.

ALTERNATIVE/NON-CLASSROOM INSTRUCTIONAL- AND /OR SPECIALS-EVALUATION TEACHERS MAY ELECT TO USE A SCHOOL-WIDE METRIC, DERIVED FROM THE OVERALL FRACTION FOR TMTS (TOTAL STUDENT TESTS GIVEN=DENOMINATOR; TOTAL STUDENT TESTS WITH A GRADE OF 70 OR HIGHER=NUMERATOR). VAM (VALUE-ADDED MODEL) IS A STUDENT- AND/OR TEACHER-PERFORMANCE METRIC, USED IN THE STATE OF FLORIDA TO DETERMINE AT LEAST ONE-THIRD OF A TEACHER'S OVERALL PERFORMANCE-BASED EVALUATION. WHILE THE USE OF THIS METRIC IS NO LONGER REQUIRED, IT REMAINS AN OPTION FOR CERTIFICATED PERSONNEL WHO QUALIFY FOR ITS USE AT THE BUILDING LEVEL.

TEACHERS WHO TRANSFER (OR EMPLOYED AS NEW) TO THE SCHOOLS AND WHO HAVE NOT BEEN IN THE NEW SCHOOL BEFORE THE STATE COUNT IN OCTOBER, WILL NOT RECEIVE A PART III SCORE.

(THOSE TEACHERS' END-OF-YEAR / FINAL EVALUATION SCORES WILL BE DETERMINED BY AN AVERAGING OF THE PART I AND PART II SCORES.)

SECONDARY (6-12) STUDENT DATA WILL BE COLLECTED TWICE PER YEAR AND USED TO CALCULATE A WEIGHTED AVERAGE SCORE WHICH SHALL SERVE AS THE PART III COMPONENT OF THE PACE EVALUATION SYSTEM.

SECONDARY TEACHERS WHO TEACH SEMESTER COURSES WOULD GIVE TMTS FOR EACH SEMESTER COURSE (WHETHER IN SEMESTER ONE OR TWO). THE TOTAL OF THE FRACTIONS (TOTAL TESTS WITH 70% OR HIGHER OVER TOTAL TESTS TAKEN) WOULD INFORM THE END OF YEAR PART III SCORE.

SECONDARY TEACHERS WHOSE COURSE(S) IS/ARE TESTED BY THE STATE OF FLORIDA AS AN END-OF-COURSE (STATE) TEST AND IS/ARE REQUIRED TO USE THE STATE RESULTS (STATISTICS) IN THE DETERMINATION OF THE PACE / PART III. (THE DISTRICT WILL EMPLOY A SCALED (CONVERSION) SCORE IN THE USE OF THESE STATE-PROVIDED EOC DATA WHEN DETERMINING THE PACE / PART III.)

CALCULATION

TEACHER-MADE TEST RESULTS SHALL BE USED IN THE FOLLOWING CALCULATION:

$$\frac{\text{(NUMBER OF STUDENTS EARNING 70% OR HIGHER)}}{\text{(TOTAL NUMBER OF STUDENTS TAKING THE EXAM)}} = X\%$$

THIS CALCULATION WILL BE TAKEN AS THE SOLE SOURCE OF SCORING FOR PART III (STUDENT DATA) OF THE PACE EVALUATION SYSTEM FOR THE 2017-2018 SCHOOL YEAR.

IN THE 2018-2019 SCHOOL YEAR, THE CALCULATION WILL REMAIN THE SAME, AND IT WILL BE AVERAGED WITH THE RESULTS FROM THE 2017-2018 SCHOOL YEAR TO CALCULATE THE PART III (STUDENT DATA) COMPONENT OF THE PACE EVALUATION SYSTEM.

IN THE 2019-2020 SCHOOL YEAR, THE CALCULATION WILL REMAIN THE SAME, AND IT WILL BE AVERAGED WITH BOTH THE 2017-2018 AND THE 2018-2019 DATA FOR A THREE-YEAR AVERAGE SCORE. DUE TO THE CHANGES IN THE SEMESTER-WEIGHTING OF STUDENT EXAM RESULTS, PREVIOUSLY UTILIZED TEACHER MADE TEST RESULTS WILL NOT BE FACTORED INTO THE 2017-2018 PART III EVALUATION SCORES.

ALL THREE-YEAR AVERAGES WILL BE CONVERTED TO GPA SCORES AND, ACCORDING TO THE CONVERSION GRID, WILL BE AVERAGED WITH PART I AND PART II EVALUATION SEGMENTS TO DERIVE AN OVERALL GPA, TRANSLATED TO AN EFFECTIVENESS-RATING CHART FOR FINAL EVALUATION TERMS: UNSATISFACTORY, NEEDS IMPROVEMENT, EFFECTIVE, OR HIGHLY EFFECTIVE.

PERCENTAGE OF STUDENTS RECEIVING A 70% OR ABOVE ON TMT/FINAL EXAM				
0% - 49.9%				
50.0% - 69.9%				
70.0% - 84.9%				
85.0% - 100%				
RATING	UNSATISFACTORY	NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
PERFORMANCE DATA SCORE	1	2	3	4

TEACHER-MADE-TESTS

TEACHER-MADE-TESTS (TMTS) ARE COMPOSED BY INSTRUCTIONAL STAFF TO ALLOW STUDENTS TO DEMONSTRATE CUMULATIVE KNOWLEDGE AND SKILL IN A GIVEN COURSE AT THE END OF EACH SEMESTER (FALL AND SPRING).

TMTS SHOULD REFLECT THE WORK OF (AT LEAST) A SINGLE TEACHER FOR ASSESSING THAT TEACHER'S STUDENTS.

TWO (2) OR MORE TEACHERS MAY COLLABORATE WITH OTHER TEACHERS AT THE SAME SCHOOL IN THE CONSTRUCTION OF A (INTRA-SCHOOL-BASED-) TEST WHEN THOSE TEACHERS HAVE (AN) IDENTICAL GRADE LEVELS OR COURSE(S) AS DEFINED BY THE FLORIDA COURSE CODE DIRECTORY.

ADDITIONALLY TWO (2) OR MORE TEACHERS MAY COLLABORATE WITH OTHER TEACHERS AT OTHER SCHOOLS IN THE CONSTRUCTION OF A (INTER-SCHOOL-BASED-) TEST WHEN THOSE TEACHERS HAVE (AN) IDENTICAL GRADE LEVELS OR COURSE(S) AS DEFINED BY THE FLORIDA COURSE CODE DIRECTORY.

TESTS CAN BE CONSTRUCTED IN MANY FORMS; THE LIST BELOW IS NOT ALL INCLUSIVE: OTHER VIABLE EVALUATION MEDIUMS MAY ALSO SURFACE. AMONG THESE ARE:

- DEMONSTRATION: EXPLAINING HOW SOMETHING WORKS, E.G.; HOW SOMETHING IS MADE (CULINARY ARTS, E.G.)
- PROJECT: HANDS-ON, E.G.; GROUP PROJECT
- PROBLEM-SOLUTION
- COMPOSITION: MUSICAL E.G.
- COMPOSITION: POEM OR SHORT STORY, E.G.
- COMPOSITION: ART PORTFOLIO, E.G.
- OTHERS AS DEEMED APPROPRIATE

TEACHER-MADE TEST REQUIREMENTS

TEACHER-MADE TESTS MUST:

- BE REFLECTIVE OF FLORIDA STANDARDS, FRAMEWORKS, AND CURRICULUM MAPS ASSOCIATED WITH THE GRADE LEVEL OR COURSE.
- BE REFLECTIVE OF CONTENT AND SKILLS TO WHICH STUDENTS HAVE BEEN EXPOSED, INSTRUCTIONALLY. THE TEST SHOULD INCLUDE ONLY MATERIAL AND CONTENT THAT THE TEACHERS HAS PRESENTED DURING THE COURSE OF INSTRUCTION.
- BE OF APPROPRIATE RIGOR AND DURATION FOR THE AGE AND ABILITY OF THE STUDENT.
- INCLUDE RUBRICS FOR FREE-RESPONSE ITEMS AND PERFORMANCE-BASED ASSESSMENT COMPONENTS TO ENSURE CONSISTENT GRADING.
- POSSESS CLEAR INSTRUCTIONS FOR COMPLETING.
- BE REVIEWED AND APPROVED BY BUILDING PRINCIPAL / PRINCIPALS IN SCHOOLS WHERE THE TEST IS TO BE GIVEN. PRINCIPALS AND TEACHERS MAY COLLABORATE TO VET AND APPROVE TMT'S ACROSS MULTIPLE SCHOOLS IN THE DISTRICT.
- BE CONVERTED TO A TOTAL POSSIBLE SCORE OF 100 POINTS.
- BE IN ELA OR IN MATH; ANOTHER OPTION FOR ELEMENTARY TEACHERS WOULD BE THE USE OF IREADY (STUDENT PROGRESS / GROWTH) SCORES AS THE SINGLE ASSESSMENT THAT WOULD REPLACE THE NEED FOR A TMT.
- REFLECT A ONE-YEAR METRIC: THE FRACTION THAT RESULTS FROM NUMBER OF TEST-TAKING STUDENTS WHO SCORE 70 PERCENT (NUMERATOR) OF TOTAL AVAILABLE POINTS ON A TMT DIVIDED BY THE TOTAL NUMBER OF TEST-TAKING STUDENTS (DEMONINATOR).
- ONE-YEAR SCORES WILL ACCRETE IN SUCCESSIVE YEARS UNTIL A 3 (THREE) YEAR WEIGHTED AVERAGE (BY NUMBER OF STUDENTS) IS REALIZED. THEREAFTER, THE OLDEST ANNUAL SCORES SHALL DROP IN FAVOR OF ADDING THE NEWEST SCORE TO THE 3 (THREE) YEAR AVERAGE.

TEACHER- MADE TEST APPROVAL PROCESS

PRINCIPALS RETAIN THE SOLE RESPONSIBILITY FOR APPROVING TEACHER-MADE TESTS WITHIN SCHOOLS, BUT MAY DELEGATE THIS RESPONSIBILITY TO OTHER SCHOOL ADMINISTRATORS. ADMINISTRATORS ARE RESPONSIBLE FOR VETTING TEACHER-MADE TESTS ACCORDING TO THE FOLLOWING CRITERIA:

- CONSISTENT REFERENCE TO FLORIDA STANDARDS FOR INSTRUCTION (SUBJECT / GRADE).
- CONSISTENT REFERENCE TO INSTRUCTIONAL SKILLS AND KNOWLEDGE, COVERED BY THE TEACHER (BEFORE STUDENTS), REFLECTING INSTRUCTIONAL WEEKS COVERED BY THE TEST.
- LENGTH THAT LEADS TO THE SUCCESSFUL COMPLETION BY STUDENTS IN THE TEST-PERIOD-DURATION.
- A RUBRIC FOR GRADING THE TEST OR PARTS OF THE TEST.
- CONSISTENT STRUCTURE OF THE TEST.
- SPELLING, GRAMMAR, AND USAGE USED IN THE TEST.
- CLARITY OF INSTRUCTIONS TO COMPLETE THE TEST.
- ANY USE OF TECHNOLOGY TO COMPLETE THE TEST.

AFTER VETTING, THE PRINCIPAL OR ASSISTANT PRINCIPAL WILL RETURN THE DRAFTED TEST TO THE TEACHER-AUTHOR(S), WITH APPROVAL TO GIVE OR EDITS NEEDED TO MAKE THE TEACHER-MADE TEST APPROVAL- AND USE-WORTHY.

DESIGNATED TIME FOR TEACHER-MADE TEST CREATION

TEACHERS AND PRINCIPALS WILL AT CCPS SCHOOLS IDENTIFY REGULARLY SCHEDULED TIME, EACH WEEK, TO PROVIDE NON-INSTRUCTIONAL TIME FOR THE PURPOSE OF DRAFTING AND FINALIZING MID-YEAR (OR SEMESTER) AND END-OF-YEAR TEACHER-MADE TESTS (TMTS). THE USE OF MORNING MEETING TIME (30 MINUTES, ONCE PER WEEK WOULD BE THE STANDARD) THAT PRECEDES THE START OF THE INSTRUCTIONAL DAY IS THE MOST OPPORTUNE TIME FOR COMPLETING TEACHER-MADE TEST DRAFTS. THE TIME SHOULD BE USED BY TEACHERS OR GROUPS OF TEACHERS TO COMPLETE INDIVIDUAL OR COLLABORATIVELY DEVELOPED ASSESSMENTS OF STUDENT LEARNING. TEACHER PLANNING TIME CANNOT BE IMPACTED BY THIS DESIGNATED TIME FOR TEST DEVELOPMENT. FOR THOSE EMPLOYEES WHO SEE ALL STUDENTS AT A GIVEN SCHOOL SETTING, THE SCHOOL-WIDE STUDENT PERFORMANCE DATA MAY BE USED AS AN OPTION FOR THE PART III (STUDENT DATA) COMPONENT OF THE EVALUATION SCORE.

VETTING WINDOW

TMT DRAFTS MUST BE SUBMITTED TO BUILDING PRINCIPAL (OR ASSISTANT PRINCIPAL) SIX WEEKS AHEAD OF THE ADMINISTRATION OF THE TMT. FOR FIRST SEMESTER EXAMS WOULD BE DUE NOT LATER THAN NOVEMBER 15; END-OF YEAR DRAFTS WOULD BE DUE NO LATER THAN APRIL 15. PRINCIPALS / AP'S WILL CONVEY TMT-DRAFT CONCERNS TO TEACHER-AUTHORS NO LATER THAN TWO WEEKS BEFORE TEST ADMINISTRATION. IF THE TEACHER IS NOT ADVISED OF CONCERNS, THAT TEACHER MAY PROCEED WITH HIS/HER TMT.

THE FORMULA: PERCENTAGES / CONVERSIONS TO GPA / CHARTS

COMPONENT	PERCENTAGE OF EVALUATION
DOMAIN 1; MARZANO ELEMENTS	33%
DELIBERATE PRACTICE	33%
STUDENT PERFORMANCE DATA	34%

PERCENTAGE OF STUDENTS EARNING 70% OR HIGHER	0% - 49.9%	50.0% - 69.9%	70.0% - 84.9%	85.0% - 100%
RATING	UNSATISFACTORY	NEEDS IMPROVEMENT	EFFECTIVE	HIGHLY EFFECTIVE
PERFORMANCE DATA SCORE	1	2	3	4

BEGINNING WITH THE 2017-2018 SCHOOL YEAR, PART III (STUDENT PERFORMANCE) WILL BEGIN A NEW THREE-YEAR AVERAGE SCORING CYCLE. THE EDUCATOR'S PART III (STUDENT PERFORMANCE) EVALUATION SCORE WILL BE RESET TO A SINGLE-YEAR SCORE AND ALL PREVIOUS DATA WILL NOT BE CONSIDERED UNLESS INHERENT IN THE METRIC (E.G. VAM). AFTER THE 2017-2018 SCHOOL YEAR, VAM WILL NO LONGER BE AVAILABLE BY AN EDUCATOR FOR CALCULATING THE PART III (STUDENT PERFORMANCE) COMPONENT. EFFECTIVE WITH THE 2018-2019 SCHOOL YEAR, A TWO-YEAR AVERAGE WILL DETERMINE THE PART III (STUDENT PERFORMANCE); IN 2019-2020, A THREE-YEAR AVERAGE WILL DETERMINE THE PART III (STUDENT PERFORMANCE); IN 2020-2021 AND AFTER, 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.

PART III (STUDENT PERFORMANCE) CALCULATION EXAMPLE #1:

YEAR	# YEARS OF SCORES CONSIDERED	SINGLE-YEAR SCORE	PART III CALCULATION	RESULTING FINAL SCORE	RESULTING PART III FINAL RATING
2017-2018	1	E (3)	3 / 1	3.0	E
2018-2019	2	NI (2)	(3 + 2) / 2	2.5	E
2019-2020	3	HE (4)	(3 + 2 + 4) / 3	3.0	E
2020-2021	3	HE (4)	(2 + 4 + 4) / 3 DROP 2017-18	3.33	E
2021-2022	3	HE (4)	(4 + 4 + 4) / 3 DROP 2018-2019	4.0	HE

PART III (STUDENT PERFORMANCE) CALCULATION EXAMPLE #2:

YEAR	# YEARS OF SCORES CONSIDERED	SINGLE-YEAR SCORE	PART III CALCULATION	RESULTING FINAL SCORE	RESULTING PART III FINAL RATING
2017-2018	1	E (3)	3 / 1	3.0	E
2018-2019	2	U (1)	(3 + 1) / 2	2.0	NI
2019-2020	3	NI (2)	(3 + 1 + 2) / 3	2.0	NI
2020-2021	3	E (3)	(1 + 2 + 3) / 3 DROP 2017-18	2.0	NI
2021-2022	3	E (3)	(2 + 3 + 3) / 3 DROP 2018-2019	2.67	E

*ALTERNATIVES TO TEACHER-MADE TESTS (TMTS): SCHOOL LEVELS OFTEN USE PROPRIETARY SOFTWARE TO CHART STUDENTS' PROGRESS IN A GIVEN SUBJECT AREA. IN CHARLOTTE SUCH SOFTWARE (IREADY, E.G. IS USED AT ELEMENTARY AND MIDDLE LEVELS; USA TEST PREP IS USED AT THE HIGH SCHOOL LEVEL) IS USED TO MONITOR STUDENT ACHIEVEMENT IN BEGINNING OF YEAR, MIDDLE OF YEAR, AND END OF YEAR DATA. THESE ASSESSMENTS CAN ALSO REPLACE TEACHER-MADE TESTS WHEN EVALUATORS AND TEACHERS AGREE.

ADDITIONALLY, NATIONAL TRADES-BASED ADVISORY / PROFESSIONAL GROUPS OFTEN PUBLISH COMPETENCY EXAMS TO MEET CERTIFICATION STANDARDS FOR LICENSURE. WHEN THESE TESTS ARE USED AS SUMMATIVE INSTRUMENTS, THEY CAN, IF CONVERTIBLE TO A FINAL ASSESSMENT FOR THE

YEAR, REPLACE TEACHER MADE TESTS (TMTS), PROVIDED THE CUT SCORE FOR PASSING PARALLELS THE EXPECTED 70% OR HIGHER PROFICIENCY NEEDED TO COUNT A STUDENT IN THE NUMERATOR, ABOVE.

NON-CLASSROOM INSTRUCTIONAL (NCI) PERSONNEL

FOR NON-CLASSROOM INSTRUCTIONAL (NCI) PERSONNEL, AN ALTERNATIVE DOMAIN 1 PORTION SHALL BE USED IN ACCORDANCE WITH THE FOLLOWING CHART:

INSTRUMENT ABBREVIATION	JOB DESCRIPTIONS ASSOCIATED
G	GUIDANCE COUNSELORS, CAREER SPECIALISTS
P	PSYCHOLOGISTS
S	SOCIAL WORKERS
LT	LEAD TEACHERS, ACADEMIC COACHES, INSTRUCTIONAL COACHES
D	DEANS
CI	CURRICULUM & INSTRUCTIONAL SPECIALISTS
DT	DISTRICT TECHNOLOGY TRAINERS
MS	MEDIA SPECIALISTS
ESE-LS	ESE LIAISONS, ESE STAFFING SPECIALISTS
ESE-BS	ESE BEHAVIOR SPECIALISTS
ESE-OPVH	OCCUPATIONAL THERAPISTS, PHYSICAL THERAPISTS, VISUALLY IMPAIRED, HEARING IMPAIRED
ESE-SLP	SPEECH & LANGUAGE PATHOLOGISTS

THIS FINAL SCORE IS COMPARED TO THE FOLLOWING CHART TO DETERMINE THE OVERALL RATING OF THE TEACHER:

OVERALL SCORE RANGE	FINAL RATING
< 1.500	UNSATISFACTORY
≥ 1.500 AND < 2.500	NEEDS IMPROVEMENT
≥ 2.500 AND < 3.500	EFFECTIVE
≥ 3.500	HIGHLY EFFECTIVE

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 5 [FIVE] OR DOWN FROM 4 [FOUR]), AND BEING DROPPED OFF OF THE FINAL SCORE.

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.

End-of-year Conference

Preparation of these data for a summative end-of-year conference with the teacher’s supervisor, shall be the responsibility of the teacher. This conference shall occur withIN four weeks of the receipt of the student data, mutually scheduled by principal and teacher. AT THE CONCLUSION OF THE END-OF-YEAR CONFERENCE, INSTRUCTIONAL STAFF SHALL BE REQUIRED TO CONFIRM THEIR FINAL EVALUATION DOCUMENT(S) ELECTRONICALLY.

~~Rebuttal and Appeals Process – The PACE system shall contain a rebuttal and appeals process for the formal observation/evaluation and is contained in the Appendices of PACE. The teacher has the right to present artifacts to demonstrate performance in meeting the expectations of the elements when the observer/evaluator was not present.~~

Rebuttal and Appeals Process

The PACE system shall contain a rebuttal and appeals process for the formal observation/evaluation OF INSTRUCTIONAL PERSONNEL and is contained in the appendices of PACE. The teacher has the right to present artifacts to demonstrate performance in meeting the expectations of the elements when the observer/evaluator was not present.

Process:

The teacher may appeal the overall and/or individual three-part score that comprises his/her evaluation rating: part I and/or part II and/or part III.
 The appeal should be directed to the PACE Appeal Committee, in writing, dated and signed.
 The requirement for preparing the appeal falls entirely upon the appellant-teacher.
 The (three-member) PACE Appeals Committee shall require the teacher-appellant’s evaluator (principal or assistant principal or other evaluator) to attend the appeal hearing.

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

- Marzano (16) elements Part I
- Marzano single element (domains 1, 2, 3, and/or 4) Deliberate Practice: Part II
- STUDENT PERFORMANCE: PART III

State Assigned VAM or District non-VAM

Compulsory: the teacher appellant must introduce alternative data that shows his/her performance (in parts I or II) or his/her students' performance (in part II: e.g. on iReady or USA Test Prep) is not reflected in the assigned VAM or computed non-VAM score (e.g., classroom of mostly level 1 and/or 2 students, etc.)

Determine, after hearing the teacher-appellant's review of his/her score, if:

Student class composition in the appellant's teaching assignment contributed to a depressed (low) PART III SCORE VAM score.

Insufficient recognition was given to teaching behaviors (evidence of the Marzano elements) and/or insufficient crediting of artifacts.

Insufficient recognition of deliberate practice: behaviors, rating, data, or artifacts.

Other reasons by consensus of the pace review committee.

Hear any impacting factors addressed in any statement offered by the supervising principal or assistant principal (evaluator) who attends the hearing. The evaluator statement may be either supportive or differ from the teacher-appellant's statements. Evaluator statements must be from personal knowledge and/or previously provided documentation.

Discuss in an open forum the merits of the teacher-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. noting that the VAM is immutable by the district. This may include movement from one category to a higher rating (e.g. "needs improvement" to "effective").
- The appeal is upheld with reason/recommendation.

REGARDLESS OF THE OUTCOME, the teacher may be encouraged to enter COACHING, ASSISTING, AND SUPPORTING TEACHERS (CAST) PROGRAM.

COACHING, ASSISTING, AND SUPPORTING TEACHERS (CAST)

CAST IS UNAVAILABLE TO A FIRST-YEAR (NET / PROBATIONARY) EDUCATOR.

THE PARTIES AGREE THAT CCPS EDUCATORS NEED ONGOING SUPPORT AND TRAINING TO MAINTAIN AND IMPROVE SKILLS AND STRATEGIES FOR INSTRUCTIONAL SUCCESS WITH STUDENTS. STUDENT ACHIEVEMENT DATA SERVE, IN PART AND FROM VARIED SOURCES WITHIN AND BEYOND THE CLASSROOM, TO INFORM EDUCATORS ABOUT THEIR EFFECTIVENESS, INSTRUCTIONALLY. MASTERY AND USE OF (ROBERT) MARZANO ELEMENTS ARE CENTRAL TO SUCCESS IN PACE FOR ASSESSING EDUCATOR PERFORMANCE; WHEN EFFECTIVE (AND HIGHLY EFFECTIVE) SCORES ARE EARNED IN RELATION TO EDUCATOR-USE OF MARZANO ELEMENTS, 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:

INFORMAL CAST

INFORMAL CAST OCCURS WHEN AN EDUCATOR AND / OR HIS OR HER EVALUATOR IDENTIFIES A NEED

FOR IMPROVED PERFORMANCE ON THE PART OF THE EDUCATOR. IF THE EDUCATOR INITIATES THE REQUEST FOR HELP, THE FIRST OFFER OF HELP SHALL BE INFORMAL CAST. SIGNS THAT INFORMAL CAST MAY BE NEEDED INCLUDE:

- THE EDUCATOR HAS EARNED OR IS EARNING A G.P.A. EQUIVALENT OF 2.499 OR LOWER IN HIS / HER WORK IN PART I PACE (MARZANO DOMAIN 1) ELEMENT-USE AND IN COMPLETION OF THE PART II (DELIBERATE PRACTICE) ELEMENT.
- AN EDUCATOR IS STRUGGLING IN PROGRESSING FROM “NOT-USING” TO “BEGINNING” AND/OR “DEVELOPING” IN PERFORMANCE AGAINST OBSERVED AND PRACTICED MARZANO ELEMENTS / LESSON STRATEGIES.
- HUMAN RESOURCES AND THE CFEA WILL, AFTER AN ANALYSIS OF REPORTED OBSERVATIONAL DATA, AND BY APRIL 15 OF EACH YEAR, ALERT AN EDUCATOR AND HIS/HER RESPECTIVE EVALUATOR THAT AN EDUCATOR’S PACE PART I AND PART II SCORING COMPONENTS SIGNAL POSSIBLE LOW-PERFORMANCE ON THE FINAL EVALUATION SCALE. (NOT USING, BEGINNING, DEVELOPING, APPLYING, INNOVATING).
- A DETERMINATION BY THE EVALUATOR THAT THE EDUCATOR IS NOT MOVING FROM THE INITIAL STAGES OF ATTEMPTING TO MEET THE STANDARDS OF ELEMENT-USE TO THE MORE ADVANCED AND SUCCESSFUL APPLICATION OF THE ELEMENTS IN INSTRUCTIONAL STRATEGIES AND DELIVERY.
- PRE- AND POST-CONFERENCES INDICATE THAT THE EDUCATOR WOULD BENEFIT FROM MORE DIALOGUE, OBSERVATION, AND FEEDBACK. PERFORMANCE MEASURES MAY NOT YET BE DIRE, AND IMPROVEMENT IS SOUGHT BY BOTH EDUCATOR AND EVALUATOR THROUGH AN INFORMAL PROCESS OF PROVIDING CLOSER MONITORING, MORE FREQUENT COMMUNICATION, AND OTHER SUPPORT (E.G. PROFESSIONAL DEVELOPMENT).
- AN EDUCATOR WHO FINDS DIFFICULTY IN THE REGULAR ACCOMPLISHMENT OF ONE (OR MORE) OF THE FOLLOWING:
 - PLANNING AND DELIVERING HIS / HER STANDARDS-BASED LESSONS WITH MARZANO ELEMENTS THAT SERVE TO STIMULATE AND AUGMENT STUDENT LEARNING AND/OR ENGAGEMENT IN THE EDUCATOR’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.

THE EDUCATOR MAY APPROACH ANY MEMBER OF THE ADMINISTRATIVE TEAM TO BEGIN THE INFORMAL CAST PROCESS; HOWEVER, THE ADMINISTRATOR WILL ASSIST IN DIRECTING THE EDUCATOR TO THE MEMBER OF THE ADMINISTRATIVE TEAM WHO MAY BEST PROVIDE THE SPECIFIC SUPPORT AND ASSISTANCE, BASED ON THE EDUCATOR’S NEEDS. AFTER CONVERSATION BETWEEN THE EDUCATOR AND EVALUATOR, THE TWO SHALL MUTUALLY SELECT NO MORE THAN THREE MARZANO ELEMENTS AS A FOCUSED PLAN FOR IMPROVEMENT. THE GOAL OF THE INFORMAL CAST PROCESS IS THAT THE EDUCATOR AND EVALUATOR WORK TOGETHER, UTILIZING OTHER RESOURCES AS MUTUALLY DETERMINED, TO SUPPORT AND ENCOURAGE INSTRUCTIONAL IMPROVEMENT AS MEASURED BY THE MARZANO DOMAIN 1 RUBRIC. ANY NOTES, DOCUMENTS, RECOMMENDATIONS, ASSISTIVE MATERIAL, AND DIALOGUE BETWEEN THE EVALUATOR AND THE EDUCATOR 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 TEACHER SHOULD MOVE TO FORMAL CAST.

FORMAL CAST

FORMAL CAST MAY OCCUR IF:

- INFORMAL CAST PROVED UNSUCCESSFUL.
- AN EDUCATOR'S PERFORMANCE IN THE USE OF MARZANO ELEMENTS IS DECLINING IN EFFECTIVENESS.
- AN EDUCATOR'S MOST RECENT OVERALL EVALUATION RATING HAS LED TO AT LEAST TWO NEEDS IMPROVEMENT AND/OR UNSATISFACTORY IN THE PAST THREE (3) YEARS.
- AN EDUCATOR HAS EARNED OR IS EARNING A G.P.A. EQUIVALENT OF 2.499 OR LOWER IN HIS / HER WORK IN PART I (16) MARZANO ELEMENT-USE AND IN COMPLETION OF THE PART II (DELIBERATE PRACTICE) ELEMENT IN THE PAST TWO (2) YEARS.
- AN EDUCATOR WHO FINDS DIFFICULTY IN THE REGULAR ACCOMPLISHMENT OF ONE (OR MORE) OF THE FOLLOWING:
 - PLANNING AND DELIVERING HIS / HER STANDARDS-BASED LESSONS WITH MARZANO ELEMENTS THAT SERVE TO STIMULATE AND AUGMENT STUDENT LEARNING AND/OR ENGAGEMENT IN THE EDUCATOR'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 EDUCATOR TO FORMAL CAST HELP, HE/SHE NOTIFIES THE EDUCATOR IN WRITING (SEE APPENDIX A) AND THE FOLLOWING TEAM FORMS TO PROVIDE CLEAR EXPECTATIONS, SUPPORT, AND STRUCTURE:

- THE EDUCATOR
- THE EVALUATOR (CHAIR)
- EDUCATOR COACH OR LEAD TEACHER OR PROGRAM PLANNER
- PEER TEACHER-MENTOR
- A PROFESSIONAL DEVELOPMENT RESOURCE PERSON
- CFEA PRESIDENT OR DESIGNEE
- AN HR REPRESENTATIVE (FACILITATOR)

THE TEAM AUTHORS THE PLAN WITH MARKED RELIANCE UPON THE EVALUATOR AND EDUCATOR FOR ITS FORMAL GENERATION. THE HR REPRESENTATIVE WILL RECORD NOTES FOR EACH MEETING, FOCUSED ON THE DOCUMENTED LEVEL OF PROGRESS BY THE EDUCATOR.

BENCHMARKS FOR EXPECTATION AND ACCOMPLISHMENT ARE WRITTEN INTO THE PLAN. AS LONG AS THE EDUCATOR IS ACCOMPLISHING THE BENCHMARKS, SUCCESSFULLY AND IN A TIMELY WAY, THAT EDUCATOR IS SATISFYING THE CONDITIONS OF THE PLAN AND IS MOVING TOWARD EXIT FROM THE PLAN. EDUCATOR-DEMONSTRATIONS OF MEETING GOALS IN THE PLAN MAY INCLUDE:

- REFERENCING STANDARDS IN LESSON PREPARATION.
- INCLUDING MARZANO-ELEMENTS IN LESSON PREPARATION.
- DEVELOPING DETAILED LESSON PLANS IN ADVANCE OF 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 (SEE SAMPLE FORM IN APPENDIX B)
- REVIEWING EVALUATOR'S MONTHLY SCORES ON THE EDUCATOR'S PROGRESS AFFIRM OR DENY IMPROVEMENT: COMPLETED PLANS, OBSERVATIONS AND RATINGS OF SAME, STUDENT ASSESSMENTS, AND PRESENCE OF MARZANO ELEMENTS AND STATE-STANDARDS IN THE EDUCATOR'S WORK.

THE PLAN RUNS NO FEWER THAN FIVE (5) MONTHS AND NO MORE THAN TEN (10) MONTHS (ALWAYS CONCLUDING THE LAST WORK CALENDAR DAY IN MAY).

HIGHLY FORMAL CAST 90

THIS THIRD-CAST PLACEMENT IS MANDATORY FOR INSTRUCTIONAL PERSONNEL 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 EMPLOYEE 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 TEACHER INTO THE 90-DAY PROGRAM (CONSECUTIVE CALENDAR DAYS 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.
2. THE EVALUATOR MUST MEET WITH THE NON-ANNUAL-CONTRACT STATUS TEACHER, OUTLINING THE SPECIFICS OF UNSATISFACTORY PERFORMANCE AND OF STEPS TO BE TAKEN BY THE TEACHER TO OVERCOME THE UNSATISFACTORY PERFORMANCE.
3. THE PRINCIPAL LEADS A SUPPORT TEAM THAT IS FULLY RESPONSIBLE FOR THE 90-DAY PLAN AND ITS CONTENT. THE TEAM SHALL INCLUDE, BUT NOT BE LIMITED TO:
 - THE TEACHER
 - A CFEA REPRESENTATIVE
 - THE PRINCIPAL OR ASSISTANT PRINCIPAL-EVALUATOR: NOTE THAT THIS PERSON IS THE CHAIR OF THE COMMITTEE AND IS RESPONSIBLE FOR REGULAR CLASSROOM OBSERVATIONS OF THE TEACHER, RESULTING IN REGULAR FEEDBACK TO THE TEACHER RE HIS / HER PROGRESS OR LACK THEREOF.
 - TEACHER COACH OR LEAD TEACHER OR PROGRAM PLANNER
 - PEER TEACHER-MENTOR
 - AN HR REPRESENTATIVE
 - A PROFESSIONAL DEVELOPMENT RESOURCE PERSON

4. HOLIDAYS AND SCHOOL VACATION PERIODS DO NOT COUNT IN THE 90-CALENDAR DAY WINDOW, BUT WEEKENDS AND REGULAR SCHOOL CALENDAR WORK DAYS DO COUNT IN THE 90-DAY WINDOW.
5. THE PLAN IS TO BE BASED IN:
 - DOCUMENTED IMPROVEMENT IN TEACHER PLANNING.
 - INSTRUCTION THAT IS FLORIDA DEPARTMENT OF EDUCATION (FDOE) STANDARDS-BASED.
 - DEMONSTRATED AND EFFECTIVE USE OF MARZANO STRATEGIES.
 - TEACHER-WRITTEN ASSESSMENTS OF STUDENT LEARNING AS A RESULT OF TEACHER-INSTRUCTION.
 - TEACHER-PREPARED GRADING AND ANALYSIS OF STUDENT LEARNING BECAUSE OF THESE ASSESSMENTS.
6. SUCCESSFUL SCORING OF TEACHER 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 DISTRICT SCHOOL SUPERINTENDENT.
8. WITHIN 14 DAYS AFTER RECEIVING THE EVALUATOR'S RECOMMENDATION, THE DISTRICT SCHOOL SUPERINTENDENT MUST NOTIFY THE EMPLOYEE IN WRITING WHETHER THE PERFORMANCE DEFICIENCIES HAVE BEEN SATISFACTORILY CORRECTED AND WHETHER THE DISTRICT SCHOOL SUPERINTENDENT WILL RECOMMEND THAT THE DISTRICT SCHOOL BOARD CONTINUE OR TERMINATE HIS OR HER EMPLOYMENT CONTRACT.
9. IF THE EMPLOYEE WISHES TO CONTEST THE DISTRICT SCHOOL SUPERINTENDENT'S RECOMMENDATION, THE EMPLOYEE MUST, WITHIN 15 DAYS AFTER RECEIPT OF THE DISTRICT SCHOOL SUPERINTENDENT'S RECOMMENDATION, SUBMIT A WRITTEN REQUEST FOR A HEARING. THE HEARING SHALL BE CONDUCTED AT THE DISTRICT SCHOOL BOARD'S ELECTION IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:
10. A DIRECT HEARING CONDUCTED BY THE DISTRICT SCHOOL 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 DISTRICT SCHOOL BOARD SHALL BE REQUIRED TO SUSTAIN THE DISTRICT SCHOOL SUPERINTENDENT'S RECOMMENDATION. THE DETERMINATION OF THE DISTRICT SCHOOL BOARD SHALL BE FINAL AS TO THE SUFFICIENCY OF INSUFFICIENCY OF THE GROUNDS FOR TERMINATION OF EMPLOYMENT.

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 his/her 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. ~~provided the evaluation process has been followed.~~

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 ~~six (6) weeks before the close of the post school conference period~~ THE END OF THE THIRD GRADING QUARTER OF THE SCHOOL YEAR. 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 THE DISTRICT 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

Length of Workday

The workday shall consist of seven and one-half (7.5) hours, including an unpaid lunch of thirty (30) minutes. 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. Faculty Meetings (Moved from Article XIII, H)

Employees 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 program planners. 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 district and the CFEA acknowledge that teacher time for planning is essential to the achievement of student success and the achievement of the district strategic plan. The district 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. Additionally, both the administration and employees will limit voluntary involvement in committees to minimize teacher burn-out and stress. Through principals, building 'best practices' will be shared to the district level for purposes of standardization of forms and practices. The reduction in paper-use-intensive activities should be a related goal in meeting reduction: electronic agendas, electronic meeting minutes, electronic PowerPoint presentations, and electronic (shared) reading may be desirable methods for reducing meetings and paper use.

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.

~~The parties agree this provision shall be a topic for discussion, continuation or amendment, in 2016-2017 contract negotiations.~~

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

Duty-free Lunch

All employees 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 employee requests when setting the times. In urgent, unscheduled circumstances, the principal may require the performance of some duties during a lunch period.

Supervision of Students

Although the primary responsibility of the employee 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 employees non-instructional duties, it shall be on an equitable basis. The faculty may submit recommended duty assignments to the principal who will consider such recommendations when making duty assignments.

Planning Period

Employees at the elementary level 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. In the absence of such a plan, employees will have a planning period in accordance with the time of special area instruction provided for their students.

Teachers at the secondary level shall have a continuous planning period equal in time to one (1) class period during the student day.

Teachers shall be paid their hourly rate for teaching additional periods.

Additional Days

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

Student/Parent Conferences – Except as required by law, all parent/teacher conferences shall be held at district facilities. However, with consent of the teacher and the presence of an administrator at the facility, a parent/teacher conference may be scheduled outside the teacher’s duty day.

IDEA/ADA Mandated Meetings – As required by Federal law, teachers are expected to attend/participate in such meetings. Every effort shall be made to schedule these meetings as the convenience of the team, and not during a teacher’s lunchtime.

Emergency Reassignments of Duties – The principal may reassign any employee to meet an emergency situation.

Pre-School Teacher Workdays

Fifty percent (50%) of pre-school workdays shall be available to teachers for their 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 teachers. Through the school PPC, the 60 minutes maximum per day may be combined to provide meaningful meeting time in a single block.

Scheduling

~~Scheduling – Middle School Teachers in middle school (grades 6-8)~~ **SECONDARY TEACHERS** shall teach no more than six (6) out of seven (7) instructional periods within their areas of certification, except as provided by law. The 7th period shall be available for a planning period in accordance with Article F, Planning Period. The District may, in times of staffing challenges, exceed teacher load of six periods of instruction provided the qualified teacher agrees and a proportional increase in salary occurs for the additional periods of instruction.

~~Scheduling – Elementary Specials – Effective with the beginning of the 2014-15 school year, e~~Elementary schools shall have full STEM (Science, Technology, Engineering and Math) and full guidance counselor staffing. This “special area instruction” shall provide planning time in accordance with Article F, planning period. **IF THE DISTRICT IDENTIFIES A BUDGETARY RESTRICTION FOR COMPLIANCE WITH THIS PROVISION, THE DISTRICT SHALL NOTIFY CFEA AND THE PARTIES SHALL MEET IN GOOD FAITH TO NEGOTIATE A RESOLUTION.**

ARTICLE XIV – CONTROL AND DISCIPLINE OF STUDENTS

Control of Students: Subject to law and to the rules of the Board, each employee shall have such authority for the control and discipline of students as may be assigned to him/her by the principal or his/her designated representative and shall keep good order in the classroom and in other places in which the employee is assigned to be in charge of students. Employee 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 TEACHER 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:

Teacher Protection Act

When a teacher invokes the Teacher Protection Act **THROUGH FORMAL WRITTEN NOTICE TO THE PRINCIPAL**, the affected student shall be immediately removed from the teacher's classroom.

The Placement Review Committee shall be immediately convened and make a recommendation with the required five day (5) (business days) time period.

In **the caseS** of ESE students, the IEP committee shall **be immediately convened IMMEDIATELY** and make a recommendation to the Placement Review Committee within the required five day (5) (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 teacher will meet to discuss other options.

If a situation arises that may necessitate variance from the agreed upon procedures, the CFEA 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 instruction personnel) to serve on a Placement Review Committee shall be elected by the instructional bargaining unit members at each site. The district shall provide to the CFEA a list of the members of the Placement Review Committees from each work site no later than September 1st of each year.

Teacher Protection

The Board acknowledges the desirability of giving reasonable support and assistance to teachers with respect to proper maintenance of control and discipline in the classroom.

A teacher shall have the right to ~~temporarily~~ **TEMPORARILY** exclude 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

Voluntary Transfers

Employee Requests – Any employee 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, paragraph E, 3. 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 teacher 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. The teacher will not be denied a transfer at a regular break in instruction (i.e. semester or grading period) due to the failure of the principals to reach an agreement. **HUMAN RESOURCES ADMINISTRATORS 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.

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.)

Voluntary Reassignment

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

Filling of Vacancies – Vacancies filled under this provision must be of like positions for example: teacher to teacher or guidance to guidance. The resultant vacancy shall be posted and filled according to the provisions stated in Article VII and Article XV A.

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.

Involuntary Reassignments – Involuntary reassignments are not made for arbitrary and capricious reasons. The principal **OF A SCHOOL** may involuntarily reassign personnel **INTERALLY** for sound educational reasons.

Special Assignments – A teacher 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

Determination of Timeline

No later than February 1st each year, the district and union shall meet to determine the mutually-agreed timeline for the unit loss process as described below. The timeline shall include the following events: school sites identifying surplus teachers and vacancies to Human Resources, HR & CFEA representatives meeting with surplus teachers, posting vacancies, application/interview/selection process, teachers in the pool selecting positions, deadlines for selection and placement.

The Finance department will prepare the school/department allocations and submit them to Human Resources HR and the CFEA will review allocations prior to HR's sending them to schools/departments. Should a school lose positions from the current year's allocation, the following will apply:

The principal shall ask if any current teachers would voluntarily enter the surplus pool. Such volunteers may enter the pool, provided he/she has received an effective or higher evaluation and has certification in the area of unit loss.

Any probationary contract teacher or rehired retiree for whom there is no position at the site shall be notified by the principal he/she will not be reappointed for the next school year.

Any annual contract teacher for whom there is no position at the site shall be placed in a pool of surplus teachers, provided the teacher has received an effective or higher evaluation and has been recommended for contract renewal.**

In the event there are no annual contract teachers at a site that has a loss of units, PSC/CC teachers will be placed in the pool, provided they have an effective or higher evaluation.**

**The criteria for identifying individuals for the pool of surplus teachers at a site shall be: certification, endorsement, and district 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.

Unit Loss One-Time Bumping Right – an employee who has been identified for the Unit Loss Surplus Pool shall have the one-time right to bump a less senior employee according to the following:

A seniority list of all teachers who have been identified for Unit Loss shall be developed indicating District seniority, certification. The number of teachers in each area of certification for Unit Loss shall likewise determine the number of teachers with the least District-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.

The most senior teacher on the Unit Loss Surplus Pool List by area of certification shall have the one-time right to bump any teacher 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.

The most senior teacher on the Unit Loss Surplus Pool list by area of certification shall have the one-time right to bump any teacher 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.

A teacher who has been placed in the Unit Loss Surplus Pool list by area of certification shall have the one-time right to bump any teacher 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.

A teacher who has 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 District shall acknowledge Hardship Considerations (see paragraph C.11. below).

Once all teachers 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.

Surplus Pool Placing Procedures

The process for placing the surplus-pool of teachers is as follows:

By the mutually agreed-upon date, schools shall submit to Human Resources the names of their surplus teachers and vacancies for the coming year.

Principals shall notify teachers of their placement in the surplus pools, and the one-time bumping process shall begin. Once that process is completed as outlined in Article XVI, B.6. above, the Unit Loss Surplus Pool list shall be considered final.

Until the surplus teachers are placed, hiring and transferring in the surplus area(s) of certification and/or positions for which the surplus teachers are certified, shall be frozen.

A meeting will be scheduled by CFEA/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 district with current contact information (including summer contact information). Pool members' attendance at the meeting is recommended but not required.

Members of the pool shall apply online for vacancies in which they are interested. 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, teachers have the option of declining positions that are offered to them by principals.

For any vacancies that remain unfilled after the application/interview/selection process, teachers in the pool shall select from the list based on certification(s), and district seniority in the bargaining unit.

During this step, any surplus teacher who refuses to select a position for which he/she is certificated shall no longer be in the surplus pool and said teacher's employment shall be terminated.

On or after the mutually agreed-upon date, the district may lift the freeze for positions in which there are no certificated surplus teachers.

Any teachers in the pool who have not been placed in positions for which they are qualified based on certification(s), and district seniority in the bargaining unit, shall be placed as teachers-on-special assignment until an appropriate position is available. In the alternative those teachers shall be placed in a teaching position out-of-field.

Hardship Consideration

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

ARTICLE XVII – REDUCTION IN FORCE

Reduction

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.

Definition – Any reduction in the number of district-wide positions in one or more teaching areas, which would result in one or more employees being laid off. **ANY SCHOOL-BASED LOSS OF TEACHING STAFF BASED ON ENROLLMENT SHALL NOT BE CONSTRUED AS A REDUCTION IN FORCE.**

THE DISTRICT WILL UNDERTAKE NON-RENEWAL OF TEACHERS HIRED AFTER JULY 1, 2011 BEFORE REDUCTION IN FORCE OF CONTINUING CONTRACT AND PROFESSIONAL SERVICE CONTRACT TEACHERS. THE MOST RECENT PERFORMANCE-BASED EVALUATION SHALL DETERMINE THE ORDER OF REDUCTION OF THOSE TEACHERS HIRED AFTER JULY 1, 2011 WITH THE LOWEST SCORING TEACHERS SELECTED FOR NON-RENEWAL FIRST.

PROBATIONARY TEACHERS IDENTIFIED FOR NON-RENEWAL SHALL BE NOTIFIED FIRST AND PRIOR TO EXECUTING THE REDUCTION IN FORCE. ANNUAL CONTRACT TEACHERS IDENTIFIED FOR NON-RENEWAL SHALL BE NOTIFIED AFTER ALL PROBATIONARY TEACHERS SELECTED FOR NON-RENEWAL AND PRIOR TO EXECUTING THE REDUCTION IN FORCE.

THE DISTRICT SHALL CONSIDER (NOT IN SPECIFIC ORDER):

CERTIFICATION AND ENDORSEMENTS

EVALUATION SCORES FROM PREVIOUS YEAR

SUBJECT AREA EXPERIENCE

PROGRAMMATIC CONSIDERATION

WHEN DETERMINING EMPLOYEES FOR LAYOFF WHO HOLD A PROBATIONARY CONTRACT OR ANNUAL CONTRACT.

Order of Reduction

Reductions shall be announced and take place as follows:

Probationary Contract employees shall MAY be non renewed before lay offs occur.

LOWEST-PERFORMING Annual Contract employees with a less than effective evaluation shall MAY be NON-RENEWED OR laid off before Annual Contract employees with effective or higher evaluations or continuing contract or professional service contract employees. THE PRINCIPAL AND THE DISTRICT SHALL DETERMINE WHICH ANNUAL CONTRACT TEACHERS WILL BE NON-RENEWED OR LAID-OFF WITHOUT REGARD FOR SENIORITY. PROGRAM CONSIDERATIONS AND CERTIFICATION MAY BE FACTORS IN THE FINAL DECISIONS ABOUT WHICH ANNUAL CONTRACT TEACHERS ARE NON-RENEWED OR LAID-OFF.

When annual contract employees with less than effective evaluation are to be laid off the criteria shall be:

Certification AND/OR ENDORSEMENTS

Subject area experience (including evaluation) within the district

PROGRAMMATIC CONSIDERATIONS

District-wide seniority

Non-renewal of an annual contract employee or employee termination, not as a part of an announced reduction in force, shall not be construed to be a reduction in force.

When annual contract employees with an effective or higher evaluation are to be laid-off, the criteria shall be:

Certification

EVALUATION SCORE FROM THE PREVIOUS YEAR

Subject area experience (including evaluation) within the district

PROGRAMMATIC CONSIDERATIONS

District-wide seniority

Continuing Contract (CC) and Professional Service Contract (PSC) employees 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 employees are laid-off, the criteria shall be:

Certification

Subject area experience (including evaluation) within the district

EVALUATION SCORE FROM THE PREVIOUS YEAR

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

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.

Recall

Recall List – ONLY CONTINUING CONTRACT- OR PROFESSIONAL SERVICE CONTRACT-Employees who have been laid-off AND WHO HAVE EARNED “EFFECTIVE” OR “HIGHLY EFFECTIVE” SCORES ON THEIR MOST RECENT EVALUATIONS shall be placed on a recall list for a period of one (1) calendar year.

Employees who accept another position in the unit shall be removed from the recall list.

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

Response to Notice of Recall – Employees 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 employee accepts or rejects the position offered.

Loss of Recall Rights – If an employee does not respond with ten (10) business days as provided in C.3., the employee shall lose all rights to recall and shall be deemed to have voluntarily resigned, unless the employee can demonstrate an emergency.

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

Final Offer of Recall – If the position offered is declined, the employee shall have waived his/her right to the position offered and shall remain on the preferential hiring list until a second position for which said employee is certificated is offered. If the employee declines the second offer, no further offer need be made, and the employee shall lose all rights to recall.

Certification – Employees are not required to accept positions for which they are not certificated, and the Board incurs no obligation to offer such positions to employees. Teachers who hold more than one certification shall be entitled to positions other than the one for which they were laid-off, subject to the lay-off criteria.

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.

Continuation of Benefits – Laid-off teachers may pay the total district rate for premiums(s) for health, life, and any other benefits for a period of eighteen (18) months.

ARTICLE XVIII – NEW EDUCATOR TRAINING – NET/PEER COACH

Notice – When a peer coach position becomes available, employees at the worksite will be notified.

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 volunteers may apply for and be considered for the position of peer coach. **THE PRINCIPAL SHALL SELECT THE PEER TEACHER AFTER CONSULTATION WITH THE APPROPRIATE DISTRICT PROFESSIONAL DEVELOPMENT SPECIALIST.** In reviewing the qualifications of volunteers, the following criteria roles and responsibilities of peer coaches shall be considered.

Selection Criteria

PSC/CC/AC Teachers with at least 3 years in the District

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.

It is highly recommended that the peer coach has successfully completed one of the following activities: Clinical Educator, Peer Teacher, or Collegial Coaching Training.

**RATED AS “EFFECTIVE” OR “HIGHLY EFFECTIVE” IN HIS OR HER MOST RECENT EVALUATION
HAS HAD NO DISCIPLINARY OFFENSES OR ETHICAL LAPSES IN THE PREVIOUS 5 (FIVE) YEARS OF DISTRICT SERVICE**

Roles & Responsibilities

Provides collegial and technical support to program participant.

Participates in professional development activities, which support the coach’s role.

Meets regularly with participant to support his/her 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.

Models effective teaching behaviors.

Maintains a professional attitude **AND ETHICAL CHARACTER IN TOWARD** all aspects of teaching at all times.

Maintains a Peer Coach Log.

Participates in annual NET Program Review.

Is not a participant in the teacher’s evaluation process.

Seniority – If two or more eligible applicants are equally qualified according to the criteria stated in Section B above, seniority shall be the deciding factor.

No Qualified Volunteers – If no qualified volunteers are available, the Board shall reserve the right to assign a qualified teacher from among the total certified bargaining unit staff.

Supplemental Pay DIFFERENTIATED PAY– Peer coaches will receive **supplemental pay DIFFERENTIATED PAY** as provided in the **NEGOTIATED salary-negotiated** schedule.

ARTICLE XIX – LEAVES

The District and the Association acknowledge that teachers are professionals under the FLSA (Fair Labor Standards Act) and as such are not hourly employees. On rare occasions when a teacher must be absent for less than a half-day, and if no substitute is required or if from time to time there is voluntary internal coverage among teachers, the absent teacher may be gone without charging the absence to sick leave. Comp time will not be provided in this situation. No leave granted under this Article may be used for Association purposes.

Sick Leave

Purpose – Sick leave may be used only by an employee who is unable to perform his/her duty 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.

Accrual

Each employee 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 employee at the end of that month and which shall not be used prior to the time it is earned and credited to the employee. If any employee terminates his/her employment before he/she has earned the four (4) sick days available to him/her, the Board may withhold the average daily amount for sick days used but not earned by the employee. No employee shall earn more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue except that at least one-half (1/2) of accumulated leave must be earned in this district. Whenever the Board hires an employee from another Florida district, that employee may transfer sick leave from that district at the same rate they earn sick leave from Charlotte County Public Schools. Employee must provide documentation from the previous district to the payroll department.

Transfer of Sick Leave – A district employee may authorize a spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his/her sick leave has been depleted, excluding sick leave from a leave pool, if the recipient participates in a sick leave pool. Employees shall submit an initial request for a specific number of hours. 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.

Donation of Sick Leave – an employee may donate (i.e., authorize transfer of) his/her 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 his/her duty in the school on account of personal sickness, accident, disability, or extended personal illness, and consequently has to be absent from his/her 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 employee must retain at least five (5) days of sick leave, as of the time of donation under this policy.

The recipient must provide documentation to the Payroll Department from the treating physician of the illness, accident, or injury for which leave is needed.

The recipient will receive the donated sick leave at his/her rate of pay; the authorizing employee will donate the leave at his/her rate of pay.

Any transferred sick leave that is not used as anticipated shall be returned to the authorizing employee, 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 s/he has exhausted all of his/her/own accrued sick leave, 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.

Notice – any employee who finds it necessary to be absent from his/her duties because of injury or illness shall notify his/her principal, if possible, the day before or at least one (1) hour before the beginning of the workday on which he/she must be absent.

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

PROHIBITION

EMPLOYEES SHALL NOT CLAIM PAID SICK LEAVE FOR HOURS OR DAYS FOR WHICH HE OR SHE HAS NO PAID SICK LEAVE AVAILABLE. AN EMPLOYEE WHO HAS NO SICK LEAVE AVAILABLE MAY APPLY FOR UNPAID PERSONAL LEAVE, AS PROVIDED HEREIN, REQUIRING PRIOR APPROVAL FROM THE SUPERINTENDENT. EMPLOYEES WHO ATTEMPT TO CLAIM SICK HOURS FOR ABSENCES WHEN NO SUCH PAID SICK TIME IS AVAILABLE OR WHO DID NOT GAIN PRIOR APPROVAL FOR UNPAID PERSONAL LEAVE, MAY BE SUBJECT TO PROGRESSIVE DISCIPLINE: VERBAL WARNING, LETTER OF REPRIMAND, TERMINATION.

APPEAL TO THE SUPERINTENDENT

IN RARE CIRCUMSTANCES, AND WITH THE SUPPORT AND APPROVAL OF HIS OF HER SUPERVISOR, AN EMPLOYEE MAY REQUEST UP TO, BUT NOT IN EXCESS OF, 5 (FIVE) DAYS OF UNPAID EMERGENCY LEAVE WHEN THE EMPLOYEE HAS NO BALANCE OF AVAILABLE LEAVE HOURS. SUCH INSTANCES SHALL BE CONFINED TO ONE IN THE EMPLOYEE'S SERVICE TO THE DISTRICT. THE APPLICATION FOR SUCH LEAVE DOES NOT CONSTITUTE AN AUTOMATIC OR ASSUMED SUPERINTENDENT APPROVAL. THE PARTIES AGREE THAT THIS PROVISION SHALL NOT CONSTITUTE A PRECEDENT OR PRACTICE ON THE PART OF THE DISTRICT.

Family Medical Leave

An employee who applies for leave under the Family Medical Leave Act may retain no more than five (5) days of accumulated sick leave. IN ADDITION TO THE QUALIFICATIONS, BENEFITS, AND RESTRICTIONS CONTAINED WITHIN THE FEDERAL FAMILY MEDICAL LEAVE ACT (1993), ALL NON-PROBATIONARY EMPLOYEES COVERED UNDER THIS AGREEMENT SHALL BE ENTITLED TO 12 (TWELVE) WEEKS OF LEAVE PER YEAR PROVIDED THE EMPLOYEE HAS WORKED AT LEAST 1250 (ONE THOUSAND TWO HUNDRED FIFTY) HOURS IN THE PREVIOUS 12 (TWELVE) MONTHS. EMPLOYEES WORKING FEWER THAN THIS TOTAL ARE NOT ELIGIBLE FOR FAMILY MEDICAL LEAVE.

Maternity Leave

Maternity leave without pay may be taken by any employee who is physically disabled by reason of pregnancy. Employees on maternity leave are entitled to return to work when they are no longer physically disabled. At the request of a pregnant employee, maternity leave of up to a maximum period of one (1) year shall be granted without regard to disability. As with other physical disabilities, sick leave days may be used when a pregnant employee is physically disabled.

Illness-in-Line-of-Duty – any employee shall be entitled to illness-in-line-of-duty leave when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease, other than the common cold, contracted in school work. Leave of the employee shall be authorized for a total of not to exceed ten (10) days during any school year for illness contracted or injury incurred from the causes described above. However, in the case of sickness or injury occurring under such circumstances and if the opinion of the Board warrant it, additional emergency sick leave may be granted out of local funds for such term and under such conditions as the Board deems proper. Benefits shall be coordinated between this provision, Workers' Compensation insurance, and the Sick Leave Bank, according to provisions agreed to by the Board and FEA. The use of illness-in-line-of-duty leave or emergency sick leave shall result in no reduction of the employee's accumulated sick leave. Employees claiming benefits under this provision must file a claim on the appropriate form provided by the Board within five (5) working days following their return to work. The Board shall approve such claims and authorize the payment thereof if the Board is satisfied that the claim correctly states the facts, and that such claim is entitled to payment in accordance with the provisions herein and in accordance with Florida Statutes.

Personal Leave

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

A written request for personal leave must be submitted to the principal at least two (2) workdays before the leave would begin. The reason for this does not have to be stated.

Any employee may reserve through non-use one (1) personal leave day to be used for bona fide emergency reasons, subject to the approval of the Superintendent. The determination of the Superintendent shall be final as to whether payment shall be made for said day. Said leave day, if utilized by the employee, shall require no prior approval other than that notice which 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 employee. 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 employee is receiving consulting fees or other compensation.

Without Pay

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

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

Personal leave shall not be granted to an employee for the purpose of accepting any other employment. If an employee accepts other employment during a personal leave, the Board shall have the option to continue the leave or recall the employee to work by canceling the leave.

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.

Sabbatical Leave

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

Eligibility – After three (3) consecutive years of satisfactory service in Charlotte County, an employee 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.

COSTS ASSOCIATED WITH THE LEAVE SHALL BE BORNE ENTIRELY BY THE EMPLOYEE-APPLICANT FOR THE LEAVE IF IT IS GRANTED.

Half Pay – A person granted sabbatical leave may receive up to one-half (1/2) the contractual gross monthly salary which would be paid to him/her if he/she were not on a sabbatical leave. Any employee 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 employee does not fulfill the conditions of the sabbatical leave as contained herein.

Reinstatement – Sabbatical leave of absence is not to be considered a termination or breach of employment. If the employee’s course of study while on sabbatical is directly related to his/her work responsibility, he/she shall be returned to the same building and department he/she was in before going on sabbatical if he/she makes such a request in writing at the time he/she applies for the leave.

Otherwise, he/she shall be returned from such leave in compliance with “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.

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.

Obligation to Return – All employees granted sabbatical leave must sign contracts for the school year following the expiration of their leave. ~~Failure to return from sabbatical leave will require participant to refund salary and the cost of benefits paid for term of leave.~~

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

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

As long as a 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.

Confirmation – Each employee applying for sabbatical leave to attend college must file, with his/her application, detailed information as to the type of college work anticipated for approval of the Board. Each employee on sabbatical leave shall earn not less than the number of hours credit 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 or that he/she is regularly employed by another school system or agency or that he/she

is violating his/her agreement in obtaining sabbatical leave, the salary payments may be discontinued. Any overpayments shall be repaid.

Professional Leave

Professional leave is leave granted for the purpose of improving the job skills of an employee in the field of the employee's certification or in a field in which the employee 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:

Summer Session Scheduling Problems

If summer classes to be attended by an employee begin prior to the close of the post-planning period, the employee, if unable to schedule otherwise, may be released during the post-planning period if he/she has completed all requirements for closing school.

If summer classes to be attended by an employee begin prior to the last day of student attendance, the employee shall be released upon presentation of written evidence that he/she will not be permitted to enroll late for those summer classes which are part of a degree program or certification requirements without academic penalty. Payment may be made upon authorization by the Superintendent.

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.

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.

Military Leave

Purpose – Military leave shall be granted without pay, except as provided below, to an employee 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 employee volunteering for military duty.

Reinstatement – An employee 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 employee to duty in the school system. Military leave shall not be counted as years of service toward a continuing contract or professional service contract or for pay purposes. A reasonable effort shall be made to expedite reemployment in less than forty-five (45) days.

Reserves and National Guard – All employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard shall be entitled to a leave of absence from their respective duties 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 employees 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 **supplements DIFFERENTIATED PAY** and benefits for the first thirty (30) days of service. Thereafter, any such reservists shall have his/her total gross military pay

supplemented DIFFERENTIATED PAY up to the amount he/she was earning on the salary schedule plus supplements 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.

Duty Leave

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

Requests for Leave – employees applying for duty leave must file a complete application on an authorized form and submit said form 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 employee may appeal to the board.

Pay – Employees on duty leave shall receive their 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.

Confirmation – Employees 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.

Judicial Leave

Purpose – any employee who is called to serve as a member of a jury panel or is subpoenaed as a witness may be granted leave of absence with pay upon approval of the Superintendent.

Pay and Fees – Juror's pay may be retained by the employee. Witness fees or expenses reimbursed by the court for travel, meals, and lodging shall be turned over to the Board in all cases where such expenses are paid by the Board. Otherwise, such fees may be retained by the employee.

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

No Accrual – Judicial leave shall not be accruable to an employee.

Insurance – Any employee granted a leave of absence as provided herein shall be entitled to the opportunity to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance coverage shall be paid by the employee according to procedures developed by the Board.

Return From Leaves of Absence

Return From Leave of Absence, Ten Weeks or Less – Notice of intent to return is not required. Returning employees will be reinstated to his/her former position.

Return From Leave of Absence, Longer Than Ten Weeks

Annual Contract Employees

Reinstatement ~~AA~~After Notice – 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 employee will be employed in the first available position for which he/she is qualified.

Reinstatement ~~W~~Without Notice – If the returning employee has not notified the Board at least ten (10) weeks in advance that he/she intends to return at the end of the leave, the employee forfeits all reinstatement rights and may be considered for subsequent employment to the same extent as other applicants.

Continuing Contract and Professional Services Contract Employees

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

Reinstatement Without Notice – If the returning employee has failed to notify the Board ten (10) weeks in advance that he/she intends to return, the employee will be employed in the first available position for which he/she qualifies.

Reinstatement After Extension With Notice – If an employee requests that a previously granted leave be extended so that the total leave exceeds one (1) year and the employee at least ten (10) weeks in advance has notified the Board of intent to return at the end of the leave, the employee will be employed in the first available position for which he/she qualifies.

Reinstatement After Extension Without Notice – If an employee to whom as extension of leave has been granted as described in paragraph C above fails to notify the board at least ten (10) weeks in advance that he/she intends to return at the end of the leave, the employee forfeits all reinstatement rights any may be considered for future employment to the same extent as other applicants.

Replacement Employee(s) – The employee replacing a continuing contract or professional service contract employee who is on leave of absence longer than ten (10) weeks shall be informed in writing that the employee on leave shall return to his/her previous position if no other like vacancy exists and if notice has been given by the returning employee as provided in paragraph 2, above. All parties involved will be informed in writing accordingly when leave begins and the replacement is hired. The replacement employee's assignment shall be considered permanent pending satisfactory performance unless there is no vacancy in a like position for the returning employee. In that event the replacement employee shall forfeit the position.

Leave Longer Than Ten Weeks – Employees on leave for longer than ten (10) weeks shall be contacted by the School Board through certified mail no later than April 1 as to their intent to return for the next school year. Employees who do not respond by May 15 shall be considered to have tendered their resignation. Employees on leave shall be responsible for insuring that the School Board has a correct address. The Superintendent shall make exceptions only of serious extenuating circumstances.

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

Salaries

The negotiated salary schedules will be listed annually in the District's Salary Schedule Book.

WAGE INCREASES FOR GRANDFATHERED SALARY SCHEDULE 2017-2018

THE GRANDFATHERED SALARY SCHEDULE SHALL INCREASE BY 2.25%. IN ADDITION, ELIGIBLE EMPLOYEES SHALL MOVE UP ONE STEP ON THE SCHEDULE.

WAGE INCREASES FOR PERFORMANCE-BASED SALARY SCHEDULE FOR 2017-2018

THE PERFORMANCE-BASED SALARY SCHEDULE SHALL INCREASE BY 2.25%. IN ADDITION, ELIGIBLE EMPLOYEES SHALL MOVE UP ONE STEP ON THE SCHEDULE. FURTHERMORE, THE DIFFERENTIAL IN THE RECOGNITION OF PERFORMANCE-BASED EVALUATION RATINGS SHALL BE:

HIGHLY EFFECTIVE- \$1.00 PER ANNUM

EFFECTIVE- \$0.50 PER ANNUM

PERFORMANCE-BASED PAY IMPLICATIONS

AS A RESULT OF THE COMBINED SCORES ON THE PACE EVALUATION, A TEACHER'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' BARGAINING PERFORMANCE-BASED PAY SCHEDULE. ALL TEACHERS HIRED AFTER JULY 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 PERSONNEL 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.

Supplements DIFFERENTIATED PAY

The negotiated supplement DIFFERENTIATED PAY amounts will be listed annually in the District's Salary Schedule Book.

Supplements 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. Supplements 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 supplements DIFFERENTIATED PAY POSITIONS shall be filled or not filled at the worksite.

A list of those persons selected by the principal for supplemented DIFFERENTIATED PAY POSITIONS duties shall be posted in the faculty lounge within ten (10) days prior to School Board approval.

The following guidelines shall be adhered to in the administration of supplements DIFFERENTIATED PAY:

Supplements DIFFERENTIATED PAY IS are generally for extra-duty assignments outside the regular day.

No more than four (4) DIFFERENTIATED PAY AMOUNTS supplements may be granted to any one employee without the written approval of the Director of Human Resources, CFEA will be notified with the names of any people receiving more than for (4) supplements DIFFERENTIATED PAY AMOUNTS.

An employee assigned the athletic director supplement DIFFERENTIATED PAY shall not be eligible to receive the athletic business manager supplement DIFFERENTIATED PAY.

Experience Credit

Upon written verification, up to nine (9) years of prior teaching or related experience shall be credited to new-hires. However, the years of experience shall be reduced by one (1), based on the lack of steps being awarded to current CCPS employees. 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. Any employee 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.

Advanced Degrees

Adjustments for advanced degrees shall be made upon submissions by the teacher of official transcripts, consistent with Florida Statutes. **NEW INSTRUCTIONAL HIRES ON OR AFTER JANUARY 1, 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.

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 II SECURITY CLEARANCE REQUIREMENTS AND THE JESSICA LUNSFORD ACT.**

Absences

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

Holidays

Paid holidays shall be provided to all employees on an equitable basis. Employees shall earn paid holidays according to the following formula **for BEGINNING WITH the 2013-2014 2017-2018 school year only. The parties agree that holidays for the 2017-2018 2019 school yearS shall be a subject of bargaining.**

Days of Employment	2013-2014 EFFECTIVE 2017-2018 Holidays	2010-2011 Paid
Holidays		
177-213	3 4 days	6 days
214-226	3 4 days	7 days
227-246	4 5 days	8 days
247+	5 6 days	11 days

In order to be eligible for a paid holiday, an employee 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.

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 employees upon the employee’s retirement through an approved Florida retirement system or Social Security or to the employee’s

beneficiary if service is terminated by death. Such terminal pay may not exceed an amount determined as follows: During the first three (3) years of service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave earned in the Charlotte County School District; during the next three (3) years of service, the daily rate of pay multiplied by forty percent (40%) times the number of days accumulated sick leave earned in the Charlotte County School District; during the next three (3) years of service, the daily rate of pay multiplied by 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 District 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 District.

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 CFEA.

Mileage, Meals, and Rates Per Diem

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

Employees 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 employee's residence. Employees shall also be reimbursed for mileage when attending in-service training or when assigned to temporary duty elsewhere.

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

Breakfast - \$11.00

Lunch - \$14.00

Dinner - \$21.00

When traveling overnight an employee 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.

Pay Options

All new employees, and all current employees paid on Option I, will be paid in 26 equal checks. Current employees on pay Option II will be allowed to remain on this option or convert to pay Option I; however, current employees on pay Option I will no longer be permitted to change to pay Option II.

Option I: annual salary will be divided into twenty-six (26) equal paychecks.

Option II: Employees will receive paychecks every other week for all time actually worked.

Current employees shall have the option to select automatic payroll deposit.

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

Payday – Payday will be every other Wednesday. 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.

For employees paid according to Option II, this may require that the pay be estimated. Overpayment or underpayment adjustments will be made in the following paycheck. The last paycheck of the year shall be made available to the employee at their job site on the normal payday. **EMPLOYEES WHO ARE OVERPAID ARE REQUIRED TO REPAY THE IDENTIFIED AMOUNT IN INCREMENTS, NO LESS THAN 1.5% OR \$25.00, WHICHEVER IS MORE. EMPLOYEES MAY ELECT TO WRITE A CHECK FOR THE REMAINING OWED BALANCE TO TERMINATE AUTOMATIC PAYROLL DEDUCTIONS.**

PAYROLL STUBS

A PAYROLL STUB SHALL BE ISSUED WITH EACH PAYCHECK AND SHALL HAVE THE FOLLOWING INFORMATION:

- ACCUMULATED SICK LEAVE
- ACCUMULATED VACATION LEAVE
- WITHHOLDING AND PAYROLL DEDUCTIONS
- GROSS PAY
- NET PAY
- HOURS WORKED
- RATE OF PAY
- STEP

THE DISTRICT SHALL MAKE EVERY ATTEMPT TO PROVIDE ELECTRONIC PAYROLL INFORMATION ELIMINATING THE NEED FOR PAPER PAYROLL STUBS. NOTICE OF THE ELECTRONIC PAYROLL INFORMATION SHALL BE PROVIDED VIA EMAIL TO EACH EMPLOYEE.

Pay Dates

Beginning of the year paychecks – first equal paychecks for 193 day employees will be distributed not later than thirteen (13) workdays from their first day of work. If the thirteenth day falls on a holiday or weekend, checks will be distributed on the last workday prior to the weekend or holiday. (26 equal pay employees only)

End of the year paychecks – 193 194-day employees will receive all but two (2) of the remaining paychecks on the last student day. The final two (2) paychecks will be distributed no later than ten (10) calendar days after the last-teacher day. If the tenth day falls on a holiday or weekend, checks will be distributed on the last workday prior to the weekend or holiday. (26 equal pay employees only)

Summer Pay Checks – Summer Paychecks for employees shall be paid on the last student day of the school year.

Summer School Holiday Pay – Pay for the holiday shall be included in the last paycheck for summer school.

Educational Compensation

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

Advanced Degree – Employees who attend a certified, state-recognized, accredited college or university for the purpose of achieving an advanced degree in the employee's field of certification or that directly relates to the employee's 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 employee.

Upon satisfactory completion of the course requirements and the submission of acceptable proof of such completion, the employee's salary will be adjusted to the appropriate level of the salary schedule to reflect such achievement if the employee also:

Initiates the advanced degree program after full-time, regular employment in the Charlotte County School System.

Placed on file with the Assistant Superintendent for Learning a copy of the approved degree program from the college or university attended by the employee.

Satisfactorily eCompletes SATISFACTORILY the course requirements so that an effective contribution can be made to the educational program of the Charlotte County schools.

In-Field Expertise – employees who attend a certified, state-recognized, accredited college or university for the purpose of achieving in-field expertise directly related to the employee’s instructional responsibilities shall be compensated as follows:

Upon satisfactory total completion of an approved course, the employee shall receive reimbursement, for tuition expenses only, up to a total maximum payment of \$500 per employee over the life of this contract.

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

Request in writing, and receive, approval to attend a course from the appropriate assistant superintendent for instruction EXECUTIVE DIRECTOR OF LEARNING OR DESIGNEE and the Superintendent, 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 assistant superintendent for instruction EXECUTIVE DIRECTOR OF LEARNING OR DESIGNEE and the Superintendent.

Show to the satisfaction of the assistant superintendent for instruction EXECUTIVE DIRECTOR OF LEARNING OR DESIGNEE that:

A course request is directly related to the employee’s instructional responsibilities

A course request is not being made to fulfill any other requirement for which compensation will be paid under the Educational Compensation Plan

A course request is not being made to receive payment to fulfill initial certification, re-certification, or other upgrading required by the State of Florida to maintain a teaching certificate

Submit a written request for tuition reimbursement to the office of the assistant superintendent for instruction EXECUTIVE DIRECTOR OF LEARNING OR DESIGNEE showing satisfactory evidence of successful completion of the course and a paid receipt for the tuition expense. The Superintendent EXECUTIVE DIRECTOR OF 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.

Extra Days of Employment

Employees required to work more than 193 194 days shall be compensated for such time according to their regular hourly rate. Newly hired teachers shall work 194 195 days prior to being compensated for extra days of employment.

Summer Programs

Employees who work in summer programs shall receive salary proportional to their salary during the regular school year. That rate is determined as follows:

The regular annual salary shall be divided by 193 194 days and the product divided by seven (7) hours to yield an hourly rate. That rate will be multiplied by the number of teaching hours assigned during summer school, and the result will be the employee’s summer school salary. 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. Employees will continue to work hours in addition to scheduled classroom hours, as provided in this contract, without additional salary and shall be regarded as salaried exempt employees under the fair Labor Standards Act.

In-service Pay

Instructional personnel In-service activities funded by the School Board will be paid at the rate of fifteen dollars (\$15) per hour.

Attendance Incentive

Teachers who use no sick leave during their regular contract year shall be paid an incentive by the first, regular teacher paycheck in August.

10 months - \$200.00

11 months - \$250.00

12 months - \$300.00

Summer programs shall not be considered part of a regular contract year.

ESOL/Reading Endorsement

A one-time \$1,000 ~~supplement~~ **DIFFERENTIATED PAY** shall be paid for completion of the requirements for the Reading Endorsement and/or completion of the requirements of 300 hours of in-service of fifteen (15) semester hours of ESOL training and/or graduate course work. Both the Reading and ESOL ~~supplements~~ **DIFFERENTIATED PAY** may be paid within the same fiscal year. Teachers who have signed an **ESOL/READING ENDORSEMENT** agreement and fail to comply with any of the terms of the agreement **WITHIN 2 (TWO) YEARS OF EMPLOYMENT**, shall meet with Human Resources and CFEA 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.

Playoff ~~Supplements~~ **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 for the additional time spent in the amount of \$78 per game in such expanded activities. This additional compensation shall also apply to groups that are directly involved in supporting the primary competitive team, such as the cheerleading sponsors and band directors.

Charlotte Virtual Schools

Effective with the 2014-15 school year, the CFEA and CCPS agree that CVS staffing will feature four (4) full-time teachers in math, science, language arts/English, and social studies. Additional (part-time) staffing, in response to fluctuating enrollment, could occur in Spanish and health, to name a few. Compensation – CVS teachers shall receive a full-time wage equal to that of traditional teachers in building-scheduled classrooms, except as otherwise provided herein. Each full-time CVS teacher shall be compensated for eight hours per contractual day in a contractual year. Each hour shall be at the employee's CCPS-determined hourly rate.

Completion requirements – Each full-time teacher shall, statistically, understand that his/her compensation is predicated upon the completion of .5 credit for 112 students per semester or 225 completers of .5 credit in one contractual year. Dependent upon the teacher's certification, CCPS will endeavor to supply (additional) students to the (FTE) teacher to fuel the success of 225 student-completers.

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

CVS Staffing – CCPS shall increase CVS staffing as student registrations increase, with a preference for adding FTE teacher(s) where enrollments warrant.

Enrollment Maximums – The parties understand that a teacher's enrollment shall not, without the teacher's agreement, exceed 180 active students (at any given time).

Compensation for Additional Students – For every (passing) completer beyond the (annual) total of 225 students, the CVS teacher shall earn \$50 per student beyond that teacher's (eight-hours per day) annual salary.

Adjunct CVS Teacher –

Adjunct CVS Teacher Compensation – For each adjunct CVS teacher, the rate of pay shall be an additional (eighth) hour, beyond the contractual rate of seven hours. This additional hour shall be at the teacher’s CVPS-determined hourly rate.

Adjunct Teacher Hiring Preference – CCPS will give preference to (internal) certified CCPS teachers, in hiring adjunct teachers.

Completion Requirements – The expectation for an adjunct CVS teacher is to show at least 13 student completers (of .5 credit) each semester or 25 completers (of .5 credit) for the contractual year. The adjunct teacher will, formulaically, average at least 3.0 students (.5 credit earned) per month worked with active students.

Work Day – No adjunct or full-time CVS teacher shall work more than eight contractual hours per day.

ARTICLE XXI – INSURANCE

Qualification

Employees who work less than FEWER THAN 35 hours per week will be classified as part-time employees and will receive the following prorated contributions toward group hospitalization, life insurance, and flexible benefit plans—

30—less than FEWER THAN 35 hours per week = 75% of full-time contribution

20—less than FEWER THAN 30 hours per week = 50% of full-time contribution

less than FEWER THAN 20 hours per week = 0% of full-time contribution

Part-time employees must contribute the balance of the required premium in order to receive any of the identified benefits. The Board DISTRICT's benefit contributions are forfeited if the employee does not contribute the remaining balance. Employees hired prior to the ratification of this contract will be considered to be full-time regular employees if they are working not less than twenty (20) hours per week.

Group Hospitalization

For the term of the contract the Board shall contribute toward the cost of group hospitalization insurance, as negotiated annually for all full-time employees. The Board's contribution is deemed waived if the employee does not enroll in the selected group hospitalization insurance plan.

Life Insurance

For the term of the contract the Board shall contribute as its total contribution the amount required to provide for each full-time employee a twenty thousand dollar (\$20,000) term life insurance policy. In accordance with the Age Discrimination in Employment Act (A.D.E.A.), the following reductions will apply:

Age at which reduction takes place	Amount of Reduction
At age 70	65 percent
At age 75	50 percent
At age 80	35 percent

Continuation of Benefits

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

Flexible Spending Accounts (FSA)

The board DISTRICT shall contribute an annually negotiated amount to employees who opt for the FSA program in lieu of hospitalization MEDICAL INSURANCE COVERAGE.

Health Insurance "Opt-Out" Flexible Spending Account (FSA)—

Eligibility— an employee may elect to "opt-out" of the district health insurance under the options listed below and in accordance with IRS rules.

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.

Revocation Of Opt-Out—an employee who loses his/her alternate health insurance coverage may re-enroll in the district 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 health insurance coverage via payroll deduction.

Opt-Out Enrollment Date And Eligibility For Benefits—

The benefit level for each participating employee is determined by their HIS OR HER HIRE date of hire and the date of the most recent current continuous participation in the opt-out program. An employee who began participation in the opt-out FSA prior to January 1, 2011, but who drops out of the opt-out FSA then re-enters the opt-out FSA at another date, will be subject to the benefit level for those who begin participation during that time period. For example: an employee hired prior to January 1, 2011 began participation prior to January 1, 2011 at a benefit level of \$4,164. This employee dropped participation in 2013, but notifies the district to re-enter the opt-out program effective January 1, 2016. The employee's benefit when re-entering the program in 2016 is reduced to \$2,472 in accordance with provisions in paragraph cC, below.

Current employees hired prior to January 1, 2011 and currently participating in the FSA beginning prior to January 1, 2011, shall be eligible for up to \$4,164 in opt-out contribution funds per year in lieu of district health insurance coverage. No current employee hired prior to January 1, 2011 and currently and continuously participating in the opt-out FSA prior to January 31, 2011 shall receive a percentage reduction in the eligible amount of the opt-out contribution funds under this opt-out provision.

The employee may direct opt-out contribution funds to the opt-out health care FSA in accordance with IRS rules. Currently, the maximum amount for a health care FSA for calendar year 2016 is \$2,550. The employee must first direct opt-out contribution funds to long-term disability and life INSURANCES (the employee may select the amount of life insurance coverage).

After that designation, the employee may direct remaining funds to the following in this order:

- **dDependent FSA** (up to \$5,000 or up to \$2,550 if filing separately for tax purposes) an employee who has funds remaining after directing funds to the dependent FSA will be required to participate in the health care FSA to maximize their available funds, or lose the employer match up to \$1,025. Any remaining funds after the up to THE \$1,025 match amount will be available for the cash payment (number 2 below)
- **hHealth cCare FSA** (minimum \$500 employer startup contribution) the employer will match up to \$1,025 of the employee salary reduction contribution; any amount less than the \$1,025 employer match will be lost to the employee.
- **dDental and/or vVision INSURANCES**

Cash payment of remaining opt-out contribution funds

Remaining opt-out contribution funds will be paid in 24 equal installments over the calendar year, less a 10% administrative fee (for social security and Medicare). These monies are considered wages for purposes of social security and Medicare, but are not considered wages for purposes of FRS.

Current employees hired on or after January 1, 2011 shall be eligible for up to \$2,472 in employer contributions per year for the opt-out FSA provision in lieu of district health insurance coverage. A current employee who was hired prior to January 2, 2011 but who began/begins continuous participation during this period is also eligible for up to \$2,472 in employer contributions per year for the opt-out FSA provisions in lieu of district health insurance coverage. Employees who work less than 35 hours per week will receive the contribution amount prorated in accordance with the group hospitalization provision in the contract between the parties.

The employee may direct opt-out contribution funds to the opt-out health care FSA in accordance with IRS rules. Currently, the maximum amount for a health care FSA for calendar year 2016 is \$2,550. The employee must first direct opt-out contribution funds to long term disability and life INSURANCES (the employee may select the amount of life insurance coverage).

After that designation, the employee may direct remaining funds to the following in this order:

—dDependent FSA (up to \$500 or up to \$2,550 if filing separately for tax purposes) an employee who has funds remaining after directing funds to the dependent FSA will be required to participate in the health care FSA to maximize their available funds, or lose the employer match up to \$1,025. Any remaining funds after the up to \$1,025 match amount will be available for the cash payment (number 2 below)

—hHealth cCare FSA (minimum \$500 employer startup contribution) the employer will match up to \$1,025 of the employee salary reduction contribution; any amount less than the \$1,025 employer match will be lost to the employee.

—dDental and/or vVision INSURANCES

Cash payment of remaining opt-out contribution funds:

Remaining opt-out contribution funds will be paid in 24 equal installments over the calendar year, less a 10% administrative fee (for social security and Medicare). These monies are considered wages for purposes of Social Security and Medicare, but are not considered wages for purposes of FRS.

GROUP HOSPITALIZATION: For the term on the contract the Board shall contribute toward the cost of group hospitalization insurance, as negotiated annually, for all full-time employees.

Employees hired on or after January 01, 2011, and who work less than 35 hours per week will receive the following prorated contributions toward group hospitalization, life insurance, and flexible benefit plans:

30- less than 35 hours per week = 75% of the Board's contribution;

20- less than 30 hours per week = 50% of the Board's contribution.

Minimum Level for Flex Spending Account will be \$200 per month.

Any current employee (hired prior to January 01, 2011) whose hours or position(s) are reduced or increased shall be held harmless from the (benefit reduction) language of 1-3 and shall receive the benefit package provided to employees who work more than 35 hours per week.

LIFE INSURANCE

For the term of the contract, the Board shall contribute as its total contribution the amount required to provide for each full-time employee a twenty-dollar (\$20,000) term life insurance policy.

Any reductions in coverage based on age shall be in accordance with ADEA.

FLEXIBLE SPENDING ACCOUNTS (FSA): The Board shall contribute an annually negotiated amount to employees who opt for the FSA program in lieu of hospitalization.

Health insurance "OPT-OUT" flexible spending account (FSA):

Eligibility: an employee may elect to 'Opt-out' of the district health insurance under the options listed below and in accordance with IRS rules.

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.

Revocation of Opt-out: an employee who loses his/her alternate health insurance coverage may re-enroll in the district 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.

Opt-out enrollment date and eligibility for benefits: the benefit level for each participating employee is determined by their date of hire and the date of the most recent current continuous participation in the Opt-out program. An employee who began participation in the opt-Out FSA prior to January 1, 2011, but

who drops out of the Opt-out FSA then re-enters the Opt-out FSA at another date, will be subject to the benefit level for those who begin participation during that time period for example: an employee hired prior to January 1, 2011 began participation prior to January 1, 2011 at a benefit level of \$4,164. This employee dropped participation in 2013, but notifies the district to re-enter the Opt-out program effective January 1, 2016. The employee's benefit when re-entering the program in 2016 is reduced to \$2,472 in accordance with provisions in Paragraph C, below.

Current employees hired prior to January 1, 2011 and currently participating in the FSA beginning prior to January 1, 2011, shall be eligible for up to \$4,164 in Opt-out contribution funds per year in lieu of district health insurance coverage. No current employee hired prior to January 1, 2011 and currently and continuously participating in the Opt-out FSA prior to January 31, 2011, shall receive a percentage reduction in the eligible amount of the Opt-out contribution funds under this Opt-out provision.

The employee may direct Opt-out contribution funds to the Opt-out health care FSA in accordance with IRS rules, currently, the maximum amount for a health care FSA for calendar year 2016 is \$2,550. The employee must first direct Opt-out contribution funds to long-term disability and life (the employee may select the amount of life insurance coverage).

After that designation, the employee may direct remaining funds to the following in this order:

--dependent FSA (up to \$5,000 or up to \$2,550 if filing separately for tax purposes) an employee who has funds remaining after directing funds to the dependent FSA will be required to participate in the health care FSA to maximize their available funds, or lose the employer match up to \$1,025. Any remaining funds after the up to \$1,025 match amount will be available for the cash payment (number 2 below)

--health care FSA (minimum \$500 employer startup contribution) the employer will match up to \$1,025 of the employee salary reduction contribution: any amount less than the \$1,025 employer match will be lost to the employee.

--dental and/or vision

2. Cash payment of remaining Opt-out contribution funds:

Remaining Opt-out contribution funds will be paid in 24 equal installments over the calendar year, less a 10% administrative fee (for social security and Medicare). The monies are considered wages for purposes of social security and Medicare, but are not considered wages for purposes on the FRS.

CASH ONLY OPTION- 100 PER MONTH CASH OPTION (LESS THE COST OF REQUIRED LIFE AND LONG-TERM DISABILITY) SHALL BE PAID ONCE MONTHLY. ONCE THIS OPTION IS SELECTED, THERE CAN BE NO RETURN TO THE FSA OPTION INCLUDING PREVIOUS AMOUNT/MATCH. THE EMPLOYEE MAY RETURN TO ONE OF THE HEALTH PLANS IN ACCORDANCE WITH STATUTE AND IRS RULES.

HEALTH SAVINGS ACCOUNT (HSA) INCENTIVE

FOR THE 2018 INSURANCE PLAN YEAR ONLY, THE DISTRICT WILL MAKE A ONE-TIME CONTRIBUTION TO AN HSA FOR EACH EMPLOYEE ENROLLED AS OF JANUARY 1, 2018 IN ONE OF THE THREE IDENTIFIED HIGH DEDUCTIBLE HEALTH PLANS (HDHP). THE EMPLOYEE'S HSA WILL BE FULLY-FUNDED EFFECTIVE JANUARY 1, 2018 FOR THOSE ENROLLED AS OF JANUARY 1, 2018. THE HSA FUNDING WILL BE PRORATED THROUGH THE REMAINDER OF 2018 FOR EMPLOYEES HIRED AFTER JANUARY 1, 2018, BUT WHO STILL QUALIFY FOR BENEFITS. THE HSA ACCOUNTS WILL CONFORM TO IRS REGULATIONS AND SHALL BELONG TO THE INDIVIDUAL EMPLOYEE, EVEN IF THE EMPLOYEE SEVERS EMPLOYMENT WITH THE DISTRICT. THE ONE-TIME CONTRIBUTION INTO THE HEALTH SAVINGS ACCOUNT (HSA) SHALL BE AS FOLLOWS:

HDHP 1500- \$0

HDHP 3000- \$750

HDHP 4500- \$1000

HDHP 6650- \$2000

TOBACCO SURCHARGE

EMPLOYEES WHO USE TOBACCO PRODUCTS WILL BE REQUIRED TO PAY AN ADDITIONAL MONTHLY SURCHARGE OF \$50 FOR THEIR MEDICAL INSURANCE. AN EMPLOYEE WHO HAS USED A TOBACCO PRODUCT(S) ANY TIME WITHIN THE LAST 60 (SIXTY) DAYS WILL BE CONSIDERED TO BE A USER OF TOBACCO PRODUCTS. THE TOBACCO SURCHARGE (\$50 PER MONTH) 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 THEIR TOBACCO STATUS BETWEEN JANUARY 1 AND OCTOBER 15 OF EACH YEAR FOR THE FOLLOWING PLAN YEAR. BY FAILING TO DISCLOSE TOBACCO STATUS OR BY NOT COMPLETING THE FORM, AN EMPLOYEE WILL BE ASSESSED THE \$50 MONTHLY DEFAULT CHARGE, THE SAME AS A SELF-IDENTIFIED TOBACCO USER.

HEALTH INSURANCE PLAN

THE DISTRICT WILL OFFER EMPLOYEES A CHOICE OF FOUR HIGH DEDUCTIBLE HEALTH INSURANCE PLANS FOR THE 2018 INSURANCE YEAR. THE DESCRIPTION OF THE PLANS IS FOUND IN THE BENEFITS WISE BOOKLET FOR THE 2018 PROVIDED BY THE DISTRICT. SPECIFIC PLAN DESCRIPTIONS CAN BE FOUND ON THE DISTRICT WEBSITE.

EACH PLAN WILL INCLUDE:

WELLNESS CREDIT OF \$50 PER MONTH

TOBACCO SURCHARGE OF \$50 PER MONTH

TELE-DOC SERVICE (FIXED FEE PER USE; ANY PAYMENTS WILL CONTRIBUTE TOWARD MEETING PLAN DEDUCTIBLE)

PREVENTATIVE CARE (PHYSICALS, WELL WOMAN, WELL CHILD); ZERO DOLLAR (\$0) COST;

PREVENTATIVE LABS COVERED

EMPLOYEE IS RESPONSIBLE FOR ALL OUT-OF-POCKET COSTS UNTIL DEDUCTIBLE IS MET (INCLUDES DOCTOR VISITS AND PRESCRIPTION COSTS)

ADDITIONALLY, THE DISTRICT WILL OFFER SECONDARY MEDICAL PLANS TO THE HIGH DEDUCTIBLE PLANS PROVIDING SUPPLEMENTAL COVERAGE MEDICAL PLAN (HOSPITAL INDEMNITY, CRITICAL ILLNESS, ACCIDENTAL). SUCH COVERAGE SHALL BE AVAILABLE THROUGH PAYROLL DEDUCTION, AND ARE FULLY FUNDED BY THE EMPLOYEE.

THE BOARD WILL CONTRIBUTE TOWARD EACH HEALTH INSURANCE PLAN AS FOLLOWS:

\$585.96 MONTHLY- EMPLOYEE ONLY

\$749.80 MONTHLY- EMPLOYEE/SPOUSE

\$753.72- EMPLOYEE/CHILD(REN)

\$804.92- EMPLOYEE/FAMILY

ARTICLE XXII – EMPLOYEE RIGHTS AND RESPONSIBILITIES

Rights

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

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

Substitutes – Employees shall not be required to arrange for substitutes in the event of their absence- **APART FROM REGISTERING THEIR ABSENCE IN THE AESOP SYSTEM FOR TEACHERS REQUIRING A SUBSTITUTE.** Every effort shall be made to secure a substitute for an absent teacher. In the event a substitute cannot be found, a teacher may be required to cover a class during their planning period. This shall be done on an equitable basis so that all teachers share in such coverage. Teachers covering such classes shall be awarded compensatory time, which the teacher 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 teacher be divided and placed into other teachers' classes. The receiving teacher(s) shall also be given compensatory time for the time that such placement is implemented.

Reimbursement – The Board agrees to spend up to \$500 per year, \$200 per occurrence, to reimburse any teacher whose person property is destroyed or damaged during the performance of his/her assigned duties.

Lost and/or Damaged Equipment

Equipment Checkout Guidelines – The employee 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:

For library materials that were physically checked out by employees, including, but not limited to books, periodicals, software discs, videos/DVDs, personnel will be required to repay the prorated value of these materials as determined by the Purchasing Department's schedule of depreciation.

For library materials that were not physically checked out by employees or that were assigned to their room/work location by another party, including, but not limited to books, periodicals, software discs, videos/DVDs and Promethean accessories; personnel will have no financial obligation to the district. For devices/equipment assigned to individual employees: Employees 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 employee, if not part of their assigned duties. Personnel will be required to repay the lesser value of the prorated value of the device/equipment or the cost of the repairs.

Personnel who have devices/equipment required as part of their job, district-assigned duties, or supplemental **DIFFERENTIATED PAY POSITION descriptions** are exempt from this financial obligation, provided they use reasonable care and professional judgement.

Manner of Payment – Employees required to pay the district 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 employee 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 union and district representation.

Equipment checkout form – employees who request to take District equipment off campus shall complete the Equipment Checkout Form (Appendix C).

Employee Information – Each individual employee shall have access to the following personal information:

Accumulated sick leave

Accumulated vacation leave

Salary

Certification expiration date

In-service credit

This information shall be available upon request and will be provided annually no later than January 1.

Telephones – Teachers shall have access to phones. Long distance calls are permitted only after approval by the building principal/designee.

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 he/she is assigned to teach.

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 and intercom to a minimum.

Absences – When an employee finds it necessary to be absent, he/she shall be responsible to notify the principal or immediate supervisor the night before or not later than one (1) hour prior to the time the employee is scheduled to report for duty. Emergencies may arise which make sufficient prior notice impossible, and exceptions shall be made in such cases.

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.

Parking – Parking areas shall be designated for employee use.

Access to Buildings – When school is not in session, employees may be given access to their building with the approval of the principal. Employees 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 employee and are authorized for access, the employee is responsible for any actions of the visitor.

In-service Education

Participation in In-service education relating to the employees' job assignment offered during paid work hours may be made mandatory at ~~at~~ THE discretion of the employee's immediate supervisor.

Participation in In-service education activities offered outside the workday is voluntary.

The ~~the~~ District agrees to pay teachers the In-service rate and mileage for In-service that is required by their supervisor.

Required In-service is defined as workshops, seminars, or activities after the teacher's contract duty day or year that he/she is required to attend. The teacher shall not be eligible for additional compensation for required in-service that occurs during the regular workday. The immediate supervisor or district administrator shall submit a memo to the department of staff development affirming the required

attendance of the teacher at the In-service activity. A copy of the memorandum shall be provided to the teacher.

The teacher 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 supplemental contract payment**, i.e. department chair, ESOL/READING, peer teacher, etc.

A teacher may decline to attend In-services that extend beyond their contract duty day or year, except as may be required by a CAST Plan.

All newly hired bargaining unit members in the Charlotte County Public Schools who attend in-service activities beyond their 194-day contract shall receive the In-service rate for hours in workshop attendance. New bargaining unit members will be notified of their report-to-work date.

Pre-school In-service Days

Each individual school site through its PPC may determine, to lump into one day the one-hour-per-day Principal Meeting Time in the “pre-school” days to provide approximately one half-day of In-service/meeting time, rather than spread throughout the pre-school days, to provide more meaningful In-service/meeting time and uninterrupted pre-school preparation days for teachers. Notwithstanding PPC determination, such combining of the Principal Meeting Time shall be subject to the final approval of the principal. See Article 13 (pre-service days) for information.

Professional Development

The Association and the **Board DISTRICT** agree that Professional Development (PD) effectiveness is predicated upon early notification to bargaining unit members about course/training options, When possible, flexibility in allowing teachers to move to PD-delivery sites where seating/registration slots are open and where teacher needs are best met subject to principal-teacher dialogue and principal approval;

Teacher input (through e.g., CAPE committee and PPCs) about their needed skills and knowledge in concert with district directions and state mandates.

Pre-school professional development days – The **Board DISTRICT** shall provide a catalog of Professional Development opportunities no less than two weeks prior to the first **teacher pre-school-DISTRICT PROFESSIONAL DEVELOPMENT** day. The site of the PD opportunity, a description of the PD, and the name of the principal shall be included.

Tentative Assignments – Whenever possible, by the last teacher work day 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. Teachers shall be notified of any changes as soon as practicable.

Right of Representation

If an employee is to be disciplined or dismissed, the employee shall have a right to have a representative present if he/she so desires. In emergency circumstances, the Superintendent may suspend the employee 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 employee shall be disciplined/discharged without just cause.

Academic Freedom

Within the limitations of accepted Charlotte County curriculum guides, **FLORIDA STANDARDS**, and School Board Rules, instructional employees 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 employee shall conduct his/her 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.

Student Grades

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 of the four (4) grading periods shall be used exclusively for grade processing and individual teacher planning.

One (1) hour 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.

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.

Charlotte EXCEL "Excel in Educating Leaders Program – The guidelines for this program shall be available on request.

Reprimands – No instructional employee shall be reprimanded in the presence of students, parents or colleagues except when the colleague may be in a representative capacity. This is not intended to prevent more than one administrator from being present at the reprimand in an official capacity.

Discipline

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

Informal contact

Verbal warning (site record)

Letter of Instruction (district record; not part of personnel file)

Written reprimand (personnel file)

Suspension – with or without pay

Demotion, involuntary transfer, or termination

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.

All disciplinary actions shall be done in private.

When an allegation of wrongdoing or a complaint against an employee 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. **SUCH TIMELY REPRESENTATION MUST BE MADE AVAILABLE BY THE EMPLOYEE WITHIN 5 (FIVE) SCHOOL DAYS OF THE NOTICE OF THE INVESTIGATORY MEETING UNLESS AS OTHERWISE MUTUALLY AGREED.**

The employee 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 5 (FIVE) SCHOOL DAY LIMIT DESCRIBED ABOVE UNLESS AS**

OTHERWISE MUTUALLY AGREED. The employee shall have the opportunity to provide rebuttal witnesses prior to completion of the investigation. During the period of investigation, the employee may be placed on Administrative Leave, which is not disciplinary.

A copy of a letter of instruction or written reprimand will be hand delivered to the employee by the management representative responsible for that reprimand. The employee's signature indicates receipt only, not agreement with **THE CONTENT OF THE LETTER.**

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

No verbal warning, letter of instruction or reprimands shall be issued based on unverifiable and/or anonymous information or complaints.

Complaints(s) – No complaint or reprimand shall be placed in a teacher's personnel file unless an investigation ensues and the complaint is substantiated. Teachers shall be notified of all complaints prior to the district initiating an investigation. Every effort shall be made to process parent/student concerns.

The parent shall be encouraged to talk with the teacher first.

If necessary, a conference with the parent, teacher, and principal shall 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.

Professional Service contract –At the discretion of the Superintendent, any teacher coming from another county in Florida with a Professional Service contract (PSC) or continuing contract (CC), having successfully completed one (1) full year of teaching employment in the Charlotte County School district shall be placed on a PSC with the recommendation of the principal.

Test Security – Classroom teachers shall have no responsibility for the centralized storing, administration, or collection of standardized test materials.

Attendance Reporting – Classroom teachers assigned to direct instruction of students shall not be required to contact parent(s)/guardian(s) to determine the reason for a student's absence.

Responsibilities

Evening Meetings

Employee 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 meetings which include open houses and any other evening sessions where parents visit classrooms.

Area Responsibility

Any employee leaving his/her building or assigned supervisory responsibility must obtain the principal's or his/her designee's consent.

Safeguarding Funds – Employees shall not be required to safeguard funds.

Pilot Programs – any employee 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.

Record Keeping and Reports – employees shall be required to keep such records and prepare such reports as may be determined by the district to be necessary for the operation of the school system.

Fingerprinting

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

fingerprints in the 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.

Mainstreaming and Inclusion – The Board and the Association agree that the students in the Exceptional Student Education (ESE) program may be mainstreamed into regular classrooms. Students to be mainstreamed shall be assigned on an equitable basis.

Terms and Conditions of Employment Unique to Year Round Schools

Transfers – Employees 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 supplement(s) DIFFERENTIATED PAY POSITION AMOUNTS resigned shall be pro-rated from date of transfer.

Sick Leave – Employees who work two (2) intercessions within a school year shall be awarded an additional sick leave day.

Intersession – Vacancies shall be advertised within the school along with a deadline for submission of applications. Those employees 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 employees are qualified, seniority shall be the determining factor in the selection process.

ARTICLE XXIII – PAYROLL DEDUCTIONS

Association Dues

Authorization – The Board shall deduct the dues and uniform assessments of the Association from the pay of any employee who authorizes such deductions in keeping with appropriate Florida statutes. The Association shall furnish to the Board a signed and completed dues authorization card that specifies that the dues to be deducted are as specified on a dues authorization certification list that will be forwarded to the Board by the Association with each request for individual or group deductions.

Board Held Harmless – Said authorization card shall also contain a hold-harmless clause as follows: The Association and the employee whose name appears herein do hereby mutually and severally agree that the Board shall be indemnified and held harmless against any and all claims, demands, suits, torts, or other form of liability that conceivable could arise out of or by reason of action taken or not taken by the Board in reliance on information supplied by the Association to the Board for the purpose of complying with this provision.

Changes – It shall be the responsibility of the Association to keep the Board apprised of employee status changes and/or new members as such changes occur and to update the certification list every six (6) months from the date of first dues deduction in any school year.

Transmittal – dues collected by the Board through payroll deductions shall be transmitted to the Association not later than five (5) calendar days from the end of the pay period in which dues deductions were made.

Limitations – Dues shall not be collected from an employee after termination of employment, nor shall partial dues be deducted from an employee in any payroll period in which the member's net earnings for that period, after other deductions, are less than the amount of dues to be collected.

Time of Request – Dues deduction authorization requests shall be submitted to the Board by the tenth day prior to any pay period.

Time of Request – Dues deduction authorization requests shall be submitted to the Board by the tenth day prior to any pay period. If said authorization requests are not submitted on that date, said deductions shall be effective as of the following pay period.

Board Fee – The Board shall have the right to assess a fee to be paid by the Association for dues deduction and uniform assessments. The fee amount will be negotiated between the parties at the option of the board throughout the term of this contract.

Duration – Dues deductions shall be in force and effect during the term of this contract.

Other Voluntary Deductions

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

Tax Sheltered Annuity – Deductions will be paid to annuity companies already approved by the Board or to any new annuity companies designated by at least five percent (5%) of all employees of the Board.

Credit Union

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

Termination of Voluntary Deductions – an employee may terminate voluntary payroll deductions at any time by giving written notice to the Board's payroll officer. Such notice shall become effective not later than ten (10) days after it is received by the payroll officer. The employee should also notify the credit union if such deductions are terminated. Some payroll deductions may be terminated only according to Internal Revenue Service regulations.

Termination of Association Deduction – The authorization for Association dues deduction shall remain in effect until a written revocation from the Association is received by the Board. Termination of employment shall constitute a revocation. The dues deduction card must have appropriate language requiring employee to go back through the Association.

Equal Amounts

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

ARTICLE XXIV – GRIEVANCE PROCEDURE

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.

Definitions

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

Grievant – The Association or a member or members of the bargaining unit

Days – A day on which an employee is or was working or scheduled to work. For a grievant who does not work during the summer break, any workday of the Superintendent shall be considered a workday of the grievant for determining time limits for grievances occurring, but not resolved, before the start of summer break.

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.

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.

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.

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.

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

Procedure

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

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.

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.

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.

Level Three

Arbitration – The following rules shall apply:

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.

The grievant must also file a request for arbitration with the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (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.

An arbitrator will be selected according to the procedures of the selected agency.

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.

Either party shall be entitled to request a transcript of the proceeding at the requesting party's expense. The other party may purchase a copy of said transcript if it chooses to do so. If both parties purchase transcripts, the cost will be shared equally. If the arbitrator requests a copy, such copy shall be forwarded, and the cost shall be borne equally by the parties. If the Board first obtains a copy of the transcript and the grievant then obtains a copy pursuant to the Public Records Act, the grievant shall reimburse the Board for one-half of the Board's cost for obtaining the transcript. The parties may agree not to have the testimony recorded if such agreement is made in advance of any arbitration hearing.

No party shall present new evidence after Level Two without apprising the other party of such material at least two (2) days before the new evidence is submitted. If either offers new evidence, the other party may reconsider its position stated at Level Two.

The Arbitrator shall hold a hearing with the parties within fifteen (15) days after the arbitrator has been chosen or as soon thereafter as the arbitrator can be available

Establish reasonable rules of conduct for the hearing

Inform the parties of said rules and procedures and conduct the meeting

Allow any party to submit post-hearing briefs on request, and determine a reasonable time for submitting such briefs

Provide the parties with a written decision within fifteen (15) days after the close of the hearing or after the receipt of post-hearing briefs, if any, or as soon thereafter as the schedule of arbitrator permits

With permission of the arbitrator, the above times may be extended

By mutual agreement the parties may submit documentary evidence and argument to the arbitrator and request that a decision be made without hearing.

The arbitrator's decision shall include findings of fact, reasoning, and conclusions on issues submitted.

The arbitrator shall not have the power to add to, subtract from, or 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.

The arbitrator shall refer back to the parties, without decision or recommendation on its merits,, any grievance in which the arbitrator has no power to rule.

The decision of the arbitrator shall be final and binding upon the parties. However, no party waives its right to appeal such decision to the appropriate legal forum.

Miscellaneous: 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.

ARTICLE XXV – SCHOOL CALENDAR

The Superintendent shall develop a proposed school calendar each year which shall be submitted to the Association for consideration of at least fourteen (14) days before the proposed calendar is scheduled for consideration by the Board. If the Association so requests, the Superintendent will meet with Association representatives to attempt to agree on a calendar to be recommended to the Board. The Association shall have the right to submit an alternative calendar or to submit requests for changes in the school calendar recommended by the Superintendent. Such alternative calendar requests for changes will be submitted to the Board and will be considered by the Board before the Board adopts any school calendar.

ARTICLE XXVI: HEAD START / EARLY HEAD START

The CFEA, CCSPA AND CCPS agree to establish a separate selection in each bargaining unit agreement for positions covered by head start and early head start to provide more autonomy for these programs both in staffing and funding. The intent of the parties in establishing these separate provisions in the respective contracts, is to recognize these programs as being self-sufficient, relying on funding from the grants received by the district specifically for Head Start and Early Head Start, including in-kind support from the District, without the need for additional funding from the District General Fund and other K-12 resources.

~~Specialists: the parties agree that four (4) specialist positions will be created to replace four (4) current bargaining unit positions (two CCSPA, two CFEA). The new job descriptions are attached as part of this MOU. The new (successor) positions will report directly to the coordinator of District pre-k programs. The parties agree each of these four specialist positions will be paid on the confidential, professional, supervisory & managerial salary schedule at pay grade j. The new~~

~~New (successor) position~~

~~HS Educational Specialist (213 days, 8 hrs.)~~

~~HS Disabilities Services Specialist (213 days, 8 hrs.)~~

~~Health Services Specialist (213 days, 8 hrs.)~~

~~Family Services Specialist (213 days, 8 hrs.)~~

~~PREVIOUS BARGAINING UNIT POSITION~~

~~Head Start Resource Teacher — CFEA — Jeanine Lalli (193 days, 7 hrs.)~~

~~Educational Resource Teacher — CCSPA — Cleo Presley (193 day, 7.5 hrs.)~~

~~Health Services Manager (nurse) — CCSPA — Glenn Cap (220 days, 8 hrs.)~~

~~Family Services Coordinator — CFEA — Karen James — 193 days, 7 hrs.)~~

~~Grandfathered Employees: the parties further agree that bargaining unit members currently holding each position shall have the prerogative of maintaining their current bargaining unit representation with their respective union or of moving to non-bargaining unit status. If the employee chooses to remain a member of their respective bargaining unit, this “grandfathered” status shall apply only for as long as the current employee holds the successor position or transfers to another bargaining unit position in accordance with respective contract. The grandfathered employee shall also have the right to agree to the change in days and hours for the new specialist position, or to remain on the current schedule.~~

~~When a grandfathered employee vacates their HIS OR HER (grandfathered) specialist position, the position shall revert to a non-bargaining unit position. A grandfathered employee shall not evaluate, supervisor or otherwise effectively hire or fire other bargaining unit members. The employee may, however, supervise the work flow as a team leader or crew leader bargaining unit position.~~

~~Grandfathered employees shall be under the direct supervision of the coordinator of district pre-k programs who shall also be responsible to evaluate these employees.~~

~~CFEA Grandfathered Employees: during the period a currently CFEA grandfathered employee continues in the bargaining unit, the CFEA employee(s) shall continue to be paid in accordance with the CFEA contract and enjoy all other provisions of the contract as all other CFEA bargaining unit members, including rights in case of a RIF or unit loss, and shall be considered a “teacher on assignment” during the period of head start grandfather status for these purposes.~~

ARTICLE XXVI – PROGRAM PLANNER SUPPLEMENT / PEER TEACHER

Appointment

In order to be eligible for the negotiated supplement rates of Program Planner or Peer Teacher, the selected teacher, to the extent possible, must be in a teaching role within the department or grade level as the supplemental assignment.

Peer Teacher: the criteria for selection shall be consistent with the criteria outlined in the NET manual, and include Clinical Educator Training, an Effective or higher evaluation and minimum of 3 years teaching in Charlotte County. The principal shall select the Peer Teacher after consultation with the appropriate District Professional Development Specialist.

Duties — shall be consistent with the NET manual.

Program Planner — Each principal will establish the position of program planner per academic program according to the negotiated formula. The Program Planner supplemental shall be posted in accordance with provision of Article VII, Posting. Employees shall be selected by the principal to fill such positions. The principal shall be responsible for establishing the duties to be performed and evaluating the performance of the program planner relative to said duties.

Notice

A candidate for program planner 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 program planner of addition or deletion of program area members from the area of responsibility of the program planner after such decision has been made by the principal. Such notification shall be timely.

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 program planner is assigned.

Equal Opportunity: Any employee may apply for program planner positions and shall be given consideration along with all other applicants.

ARTICLE XXVII – FORMS

The parties shall create and provide the necessary forms to implement the contract with the exception of the dues authorization form that shall be provided by the Association. 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 regard to race, color, religion, national origin, age, sex, or marital status, providing, however, that nothing in this contract shall prevent the Board from exercising the authority granted by Florida Statutes.

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

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

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.

Time of Next Meeting: At each meeting the time and date of the next meeting will be determined.

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

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.

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.

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.

Severability Clause Reopening: may also be reopened as provided in Article ~~XXXIII-XXXIV~~, SEVERABILITY.

ARTICLE XXXI – PRINTING AND DISTRIBUTION OF THE CONTRACT

The Charlotte FEA shall be responsible for printing and distribution of the master contract negotiated between the parties. THE MOST RECENT VERSION OF THE CFEA CONTRACT SHALL BE PUBLISHED AND MAINTAINED ON THE DISTRICT WEBSITE.

ARTICLE XXXII – SAFETY

Employee Obligations: All employees 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 of any person or present unnecessary risk of personal injury or damage to property.

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 insuring 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

Bomb Threats: If a bomb threat is made and a building is evacuated, employees shall not be required to enter the building to participate in any search for a bomb.

Notification of Accidents: Employees are required to notify their principal or immediate supervisor of any accidents involving themselves or students as soon as possible after the occurrence of such.

~~XXXIV. BUDGET ADVISORY COMMITTEE~~

The CFEA/CCSPA and CCPS agree to create a Budget Advisory Committee (BAC) with representation from all parties, not to exceed a total of 15 committee members, who will meet monthly (or as needed) to make recommendations for maintaining an operating budget that satisfies the interests of the employees and the board and exceeds the minimum percentages outlined in Florida Statutes.

The BAC shall function as an advisory body to the superintendent, making recommendations to clarify and prioritize potential budget actions. The BAC shall not supplant or otherwise assume collective bargaining authority.

BAC recommendations will be reached through procedures outlined in the Federal Mediation and Conciliation Service's (FMCS's Interest-Based process. All committee members will be trained in the Interest Based Process; any related costs will be absorbed by the district.

The BAC will strive for consensus. Should the BAC fail to reach consensus, it will then vote on proposed recommendations. The BAC will forward its recommendation(s), in writing to the superintendent. In the event there is no consensus, the majority and minority recommendations, with the accompanying voting counts, will be presented to the Superintendent;

The committee will include:

Three (3) CFEA Representatives appointed by CFEA president

Three (3) CCSPA Representatives appointed by CCSPA president

One (1) Confidential/Professional Representative*

One (1) Supervisory/Managerial Representative*

One (1) Administration Representative selected by the CCCLA

CFEA president

CCSPA president

Finance representative appointed by Superintendent

District chief negotiator

Superintendent

HR representative appointed by Superintendent

*selection process to be determined by BAC in the event of a vacancy

No alternates will replace absent members. The Service Unit Executive Director is a nonvoting member of the BAC.

There will be no quorum calls at BAC meetings.

Additional resource people may be invited to attend meetings for information purposes but will not participate in decision making by members of the BAC.

The District shall designate and provide a recording representative who shall be responsible for meeting notification, publishing the BAC agenda prior to each meeting, recording the minutes of the meetings and publishing the minutes following the meetings.

All communications stemming from the Budget Advisory Committee's work will be issued jointly.

ARTICLE ~~XXXV~~ XXXIII– CHARLOTTE ACADEMY FOR PROFESSIONAL EDUCATION (CAPE)

In that the parties desire to raise educational standards, improve student achievement, and appropriately compensate certificated employees, the following conditions and benefits as outlined constitute the entity named CAPE (Charlotte Academy for Professional Education.):

Purpose: CAPE shall be a professional development program *subject to collective bargaining which shall result in additional compensation for those certificated personnel who complete each tier of professional development.

DEFINITIONS

CAPE: an entity credited by the Charlotte County Public Schools (CCPS and the Charlotte Florida Education Association (CFEA) and is designed to enhance teacher leadership and effectiveness in the classroom and provide appropriate compensation through a system of professional development and practical classroom application.

CEU: One Charlotte Education Unit (CEU). One CEU costs one hundred dollars (\$100) paid by an instructional employee per twenty (20) hours of instruction and application.

TIER: Fifteen (15) CEUs (Three hundred (300) hours.)

Program Components

Cape compensation: One thousand dollars (\$1,000) per year for each tier completed (four (4) maximum) for the life of the employee's employment with CCPA and credited to the Florida Retirement System (FRS). Payment shall be made in the first regularly scheduled paycheck in October of each year. Any tier completed during a fiscal year shall entitle the employee to a full year's payment. No employee shall receive more than one (1) payment per tier per fiscal year.

Number of Tiers: There shall be a maximum of four (4) tiers for a maximum of four thousand dollars (\$4,000) per year per the life of the employee's employment with CCPS.

Course Development: Instructors shall be compensated for course design as determined by the Partnership and Performance Council per course.

Instructor Pay: instructors shall be compensated at their regular instructional hourly rate of pay for classroom instructional time.

Method of Payment: Employees may pay the full amount by credit card or through payroll deduction in the amount to be determined annually by the parties.

Dropped Course Procedures: Tuition shall be not reimbursable after the designated drop date for each course. Tuition shall, however, be credited toward future courses. When the district contracts out for services, the drop procedures for that course shall be determined by the vendor.

CAST: Teachers in the CAST program may be required to take a CAPE course as a part of the program. It shall be the teacher's option to either pay for the course under the CAPE guidelines and receive CEU credit or take the course without payments and receive no CEA credit.

CAPE/CASE Conversion:

Any support employee who transfers into an instructional position and who previously completed CASE courses or tiers may transfer any CAPE / eligible CASE course for full credit into the CFEA unit for compensation award in CAPE, provided (1) he/she meets the CAPE standards for the course, and (2) he/she pays the difference in the cost of the credit.

CAPE Tier Completers (teachers moving into support positions) will be eligible to be paid for CASE tiers, providing the course are part of CASE tiers. He/she will not be reimbursed the difference in the cost of the CASE vs. CAPE course(s).

Any support employee who transfers into an instructional position and who previously completed CASE courses or tiers may transfer any CAPE / eligible CASE course for full credit into the CFEA unit for compensation award in CAPE, provided (1) he/she meets the CAPE standards for the course, and (2) he/she pays the difference in the cost of the credit.

CAPE Tier Completers (teachers moving into support positions) will be eligible to be paid for CASE tiers, providing the CAPE courses are part of CASE tiers. He/she will not be reimbursed the difference in the cost of the CASE vs. CAPE course(s).

Role of The Partnership And Performance Council: Pursuant to the provisions of Article V- The Partnership and Performance Council, the Charlotte County Public Schools Partnership and Performance Council (district PPC) shall be the governing body for all matters not covered in the collective bargaining agreement regarding the CAPE. Specifically, the district PPC shall act as the parent committee of CAPE and shall be responsible for, but not limited to, determining the courses to be offered, recommending changes in the collective bargaining agreement, and determining and enacting program changes.

ARTICLE ~~XXXVI~~ XXXIV– 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 DISTRICT AND THE ASSOCIATION WITH 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 XXXVII – 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 XXXVIII – TERM OF CONTRACT

This contract shall be effective as of July 1, ~~2013-2016~~ and shall remain in force and effect through June 30, ~~2016~~ 2019.

APPENDIX XXXX- HEALTH INSURANCE PREMIUM RATES FOR CALENDAR YEAR 2018

EMPLOYEE ONLY	HDHP 1500	HDHP 3000	HDHP 4500	HDHP 6650
Total Plan Cost	\$663.65	\$599.88	\$564.47	\$545.72
District Contrib.	\$585.96	\$585.96	\$585.96	\$585.96
Employee Contrib.	\$27.69	\$-36.08	\$-71.49	\$-90.24

EMPLOYEE/SPOUSE

Total Plan Cost	\$1,493.21	\$1,249.73	\$1,270.06	\$1,227.86
District Contrib.	\$ 749.80	\$ 749.80	\$ 749.80	\$ 749.80
Employee Contrib.	\$ 693.41	\$ 549.93	\$ 470.26	\$ 428.06

EMPLOYEE/CHILD(REN)

Total Plan Cost	\$1,194.57	\$1,079.79	\$1,016.05	\$982.29
District Contrib.	\$ 753.72	\$ 753.72	\$ 753.72	\$753.72
Employee Contrib.	\$ 390.85	\$ 276.07	\$ 212.33	\$178.57

EMPLOYEE/FAMILY

Total Plan Cost	\$1,825.04	\$1,649.67	\$1,552.29	\$1,500.72
District Contrib.	\$ 804.92	\$ 804.92	\$ 804.92	\$ 804.92
Employee Contrib.	\$ 970.12	\$ 794.75	\$ 697.37	\$ 645.80

TENTATIVE AGREEMENT

Between

CHARLOTTE COUNTY PUBLIC SCHOOLS (CCPS)

And

CHARLOTTE FLORIDA EDUCATION ASSOCIATION (CFEA)

2016-2019 Contract

Charlotte County Public Schools (CCPS, the District), and Charlotte Florida Education Association (CFEA), have reached a Tentative Agreement for a 2016-2019 successor agreement to be effective July 1, 2016 through June 30, 2019. This Tentative Agreement as well as this cover memorandum are considered part and parcel to the Tentative Agreement and are likewise subject to ratification by the parties.

The Tentative Agreement has been initialed by the parties and is attached (electronic copies considered as the original).

In addition to the terms within the Tentative Agreement, the parties further agree:

1. Through the Employee Benefits Committee, the parties will continue to look at ways to expand covered drugs, procedures, availability, etc. District focus will be on prevention prescriptions, e.g., statins to lower cholesterol. Choices will be informed by recommendations from Marathon staff.
2. The District will make a one-time payment to CFEA and CCSPA employees identified in the FSA reimbursement discussions with CCSPA Bargaining Team member Marie Martineau (to include the remaining five or six employees who are required to provide their receipts). The District will pay qualified medical expense to the qualified amount, one time only.
3. In consideration of the agreements herein and upon ratification of all parties, CFEA agrees to withdraw resolution of the CFEA ESE Liaison Grievance (withdrawn, each party retaining respective positions, each party responsible for own costs); CFEA and CCSPA agree to withdraw the currently pending Unfair Labor Practice (withdrawn, each party retaining respective positions, each party responsible for own costs); CCSPA agrees to withdraw resolution of the CCSPA Brechtelsbauer/Wawryzniak grievance/arbitration (withdrawn, each party retaining respective positions, each party responsible for own costs).
4. The parties agree to consider employee-only District contribution amount for newly hired personnel beginning with the 2019 insurance (calendar) year. This shall be an item for discussion with the reopener for the 2018-19 contract between the parties.

5. No later than June 30, 2018, the parties agree to create a compensation schedule for Social Workers intended to be complementary to and/or inclusive of the CFEA salary schedule. All other contractual issues specific to Social Workers not addressed in the CFEA-CCPS contract will similarly be addressed by the parties. For the 2017-18 school year, the Social Worker column N on the Professional Schedule shall increase by 2.0%. Eligible employees shall move one step (2.5%). Compensation shall be retroactive to July 1, 2017. Longevity payments and all other salary considerations shall continue under the Professional Schedule until the CFEA compensation schedule has been completed by the parties.

N
\$27.91
\$28.61
\$29.33
\$30.06
\$30.81
\$31.58
\$32.37
\$33.18
\$34.01
\$34.86
\$35.73
\$36.62
\$37.54
\$38.48
\$39.44
\$40.43
\$41.44
\$42.48
\$43.54
\$44.63

For the District / Date _____ For CFEA / Date _____

CFEA COMPENSATION

- ◆ Salary schedule to increase 2.25%; one step movement for eligible teachers.
- ◆ Establishment of Grandfathered Salary Schedule and Performance-Based Schedule (required by Statute) with \$1 and \$0.50 minimum differential to meet requirement of law.
- ◆ For instructional hires on or after January 1, 2018, additional degree-based compensation applies provided degree is in the specific field required by the teaching assignment.

Step	Current	194 day	194+ Raise	Relative Raise	Overall Raise	Dollar Raise
0	\$37,198.70	\$37,391.44	\$38,232.75	2.78%		\$1,034.05
1	\$37,713.90	\$37,909.31	\$38,762.27	2.78%	4.20%	\$1,563.57
2	\$38,236.24	\$38,434.35	\$39,299.13	2.78%	4.20%	\$1,585.23
3	\$38,765.81	\$38,966.67	\$39,843.42	2.78%	4.20%	\$1,607.18
4	\$39,302.72	\$39,506.36	\$40,395.25	2.78%	4.20%	\$1,629.44
5	\$39,847.06	\$40,053.52	\$40,954.73	2.78%	4.20%	\$1,652.01
6	\$40,398.94	\$40,608.26	\$41,521.95	2.78%	4.20%	\$1,674.89
7	\$40,958.47	\$41,170.69	\$42,097.03	2.78%	4.20%	\$1,698.09
8	\$41,525.74	\$41,740.90	\$42,680.07	2.78%	4.20%	\$1,721.60
9	\$42,100.87	\$42,319.01	\$43,271.19	2.78%	4.20%	\$1,745.45
10	\$42,683.97	\$42,905.13	\$43,870.50	2.78%	4.20%	\$1,769.62
11	\$43,275.14	\$43,499.37	\$44,478.10	2.78%	4.20%	\$1,794.13
12	\$43,874.50	\$44,101.83	\$45,094.13	2.78%	4.20%	\$1,818.98
13	\$44,482.17	\$44,712.64	\$45,718.68	2.78%	4.20%	\$1,844.17
14	\$45,098.24	\$45,331.91	\$46,351.88	2.78%	4.20%	\$1,869.72
15	\$45,722.86	\$45,959.76	\$46,993.86	2.78%	4.20%	\$1,895.61
16	\$46,356.12	\$46,596.30	\$47,644.72	2.78%	4.20%	\$1,921.87
17	\$46,998.15	\$47,241.66	\$48,304.60	2.78%	4.20%	\$1,948.48
18	\$47,649.07	\$47,895.96	\$48,973.62	2.78%	4.20%	\$1,975.47
19	\$48,309.01	\$48,559.32	\$49,651.90	2.78%	4.20%	\$2,002.83
20	\$48,978.09	\$49,231.87	\$50,339.58	2.78%	4.20%	\$2,030.57
21	\$49,656.44	\$49,913.73	\$51,036.79	2.78%	4.20%	\$2,058.69
22	\$50,344.18	\$50,605.03	\$51,743.65	2.78%	4.20%	\$2,087.21
23	\$51,041.45	\$51,305.91	\$52,460.29	2.78%	4.20%	\$2,116.11
24	\$51,748.37	\$52,016.50	\$53,186.87	2.78%	4.20%	\$2,145.42
25	\$52,465.09	\$52,736.93	\$53,923.51	2.78%	4.20%	\$2,175.14
26	\$53,191.73	\$53,467.33	\$54,670.35	2.78%	4.20%	\$2,205.26
27	\$53,928.43	\$54,207.86	\$55,427.53	2.78%	4.20%	\$2,235.80
28	\$54,675.34	\$54,958.63	\$56,195.20	2.78%	4.20%	\$2,266.77
29	\$55,432.60	\$55,719.81	\$56,973.51	2.78%	4.20%	\$2,298.16