
ARTICLE 3—RIGHTS AND RESPONSIBILITIES

- 3.01 It is the responsibility of the EMPLOYEE to report promptly to the Human Resources Office any change in name or address.
- 3.02 It is the responsibility of all EMPLOYEES to provide supplementary student progress reports at the request of a parent, guardian or the Principal. Interim student grades shall be provided for all students. Students being considered for retention in grades K-8 shall be provided student interim progress reports according to Pupil Progression Plan procedures.
- 3.03 An ASSOCIATION representative shall be given an opportunity at each building faculty meeting to present a brief report and announcements. The Principal shall have the right to limit these reports to a reasonable time.
- 3.04 The ASSOCIATION may be permitted to transact official ASSOCIATION business at any school center before or after the official student day at each center. ASSOCIATION meetings conducted on duty days when students are not in attendance shall be held during the first thirty (30) minutes of the workday or the last thirty (30) minutes of the workday or during lunchtime. If such business is a meeting requiring use of any portion of the school center, the approval of the Principal shall be obtained first. These meetings shall in no case exceed two each calendar month. Upon request, such meetings shall be announced in the daily school bulletin where said bulletin exists and may be announced by a CCEA representative over the school public address system either prior to the beginning of or following the conclusion of the student day.
- 3.05 The ASSOCIATION shall have the right to post notices of activities and matters of ASSOCIATION concern on appropriate and specifically assigned bulletin board space. Bulletin board space shall be provided in each school building. ASSOCIATION representatives shall have the right to use EMPLOYEE mailboxes for distribution of communications to members of the bargaining unit. A complimentary copy of all items which are to be either posted or distributed shall be provided to the building Principal and the Office of the SUPERINTENDENT at the time of said posting or distribution.
- The rights granted in this provision shall apply only to the Collier County Education Association as the exclusive bargaining agent for the EMPLOYEES as limited by state and federal law. These rights shall not be granted to any other union prior to the filing of a petition to intervene. The granting of this right of exclusivity to the Collier County Education Association will, in no way, infringe upon the rights of the individual EMPLOYEE.
- 3.06 School system materials shall not be consumed for personal or ASSOCIATION activities. School system equipment may be used at the school site for ASSOCIATION activities with prior approval by the Principal or his designee.
- 3.07 Upon receipt of the proper written authorization from the EMPLOYEE, the BOARD agrees to and shall deduct from the salary due each EMPLOYEE payments for:
- a. Mutually approved group insurance plans
 - b. Deferred compensation plans and tax-sheltered accounts compliant with School Board Policies and Procedures.
 - c. Professional dues (when deducted as a joint sum) so long as the distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The form to be signed by each EMPLOYEE shall be as per Appendix I, attached hereto and made a part of this AGREEMENT by this reference.
 - d. Uniform ASSOCIATION assessments so long as distribution and collection of needed paperwork are assumed and handled by the ASSOCIATION. The ASSOCIATION shall hold the BOARD harmless in any matter involving ASSOCIATION assessments. However, mutually agreed upon efforts will be made to adjust erroneous assessments from future payments.
 - e. Suncoast Schools Federal Credit Union
 - f. United Way

- g. Florida Pre-Paid College Program for EMPLOYEES' dependent children (There must be a minimum of 50 employees District-wide participating in this program at all times for this Program to be implemented and continued).

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

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

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

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

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

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

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

3.11 Faculty Advisory Council (FAC)

A Faculty Advisory Council (FAC) shall be established at each school center for acting as an advisory group to the School's administration. One (1) EMPLOYEE from each recognized department or team shall be elected by the members of such department or team to serve on the FAC. The principal and/or a member of the faculty shall announce the need for members. The principal shall not be held responsible if no EMPLOYEES volunteer to be members. The FAC shall annually elect an EMPLOYEE to serve as Chair. The FAC and Principal shall meet upon the request of either at a mutually agreed upon time. The agenda for any meetings of the FAC with the Principal shall be the responsibility of the requesting party. At the outset of the meeting, the invited party shall have the right to add items to this agenda after all items originally submitted for the agenda have been addressed. Principals will respond to outstanding agenda items within ten (10) workdays. Minutes of all meetings of the FAC and Principal shall be the responsibility of the EMPLOYEES serving on the FAC.

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

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

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

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

3.15 Student Discipline

Pursuant to F.S. 1003.32, when the gravity of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom unacceptable, an EMPLOYEE may exclude a student from his class until the student has been seen by the appropriate administrator and corrective action, if warranted by the administrator, has been taken and communicated to the teacher through email, face-to-face communication, or a copy of the discipline referral. The referring teacher must communicate the nature of the offense to the appropriate administrator/designee at the earliest practicable moment and provide a written referral by the end of the day. It is understood that without timely communication, the administrator may be unaware of the gravity of the offense and return the student to class.

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

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

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

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

3.19 Physical and Psychological Examinations and Tests

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

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

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

- 3.20 Any incident of harassment upon an EMPLOYEE by an administrator shall be grounds for a formal grievance with Association representation in accordance with Article 8.

- 3.21 EMPLOYEES shall have the right to have their child/children attend their worksite when deemed appropriate to meet their child/children's needs. EMPLOYEES shall receive priority consideration for their child/children to attend the worksites at alternate school levels (elementary, middle, high) within their worksite feeder pattern. EMPLOYEES shall have the right to appeal the decision to an appeal panel designated by the Superintendent by presenting a justification of unusual hardship or disservice to the child should the decision remain. The appeal panel shall consist of at least two (2) persons designated by the Superintendent. The decision of the Superintendent's panel shall be final.