
ARTICLE 1--RECOGNITION/DEFINITIONS

1.01 The BOARD recognizes the ASSOCIATION for the purpose of collective bargaining as the exclusive representative for those EMPLOYEES listed in Section 1.02. Amendments to the bargaining unit represented by the ASSOCIATION shall be made in accordance with Florida Statute 447 and/or the rules of the Public Employees Relations Commission.

1.02 Such EMPLOYEES include:

Advisor, Workforce Education
Counselor, School
Diagnostician, Speech & Language
Specialist, ESE Program Support
Specialist, Intervention Support
Specialist, Literacy
Specialist, PreK Staffing Transition
Teacher (includes Media Specialist and Speech & Language Pathologist)

This statement shall not, by implication, affect or cover any other employee of the BOARD, but rather, all present employees are expressly excluded. However, any new classifications shall neither be included or excluded automatically.

1.03 The following terms within this AGREEMENT shall have the following meaning:

1.31 "EMPLOYEE(S)" shall refer to any personnel of the School Board of Collier County, Florida, listed in 1.02 of this AGREEMENT excluding part-time employees.

1.32 "BOARD" shall refer to the School Board of Collier County, Florida.

1.33 "ASSOCIATION" shall refer to the Collier County Education Association.

1.34 "SUPERINTENDENT" shall refer to the chief executive officer and secretary of the School Board of Collier County, Florida.

1.35 "SUBSTITUTE EMPLOYEE" shall refer to an individual hired on a day-to-day basis or to replace an EMPLOYEE on BOARD-approved leave within the school year or to replace an EMPLOYEE who has resigned until such time that an individual is hired as an EMPLOYEE or contracted under the provisions of 6.061 in Article 6—ASSIGNMENT AND TRANSFER.

1.36 "Temporary Employee for Office of Civil Rights Compliance" shall refer to an individual hired for an unspecified period of time to hold a position as a result of OCR compliance. Said individual shall be placed on annual contract with no expectation of additional employment beyond the time a minority EMPLOYEE is hired and placed in the position. Such temporary EMPLOYEES shall be issued annual contracts, which establish eligibility for normal benefits as members of the bargaining unit. The annual contract may be terminated for no cause.

1.37 "Part-time Employee" shall refer to an individual employed for less than 50% time per week or an individual who is contracted for fewer than 60 consecutive workdays in the same fiscal year of the school district.

1.38 "Principal" shall refer to the administrator to whom the EMPLOYEE is responsible at the EMPLOYEE's school or work site. The Principal may designate an assistant principal for this purpose.

1.39 "AGREEMENT" shall refer to the full and complete agreement between the BOARD and the ASSOCIATION, duly signed and ratified, as set forth in this document.