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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DUVAL TEACHERS UNITED

AND

DUVAL COUNTY SCHOOL BOARD

2002 - 2005

TEACHERS

COMPLETE REVISION INCLUDING 2002/2003 AMENDMENTS

November 2002

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ARTICLE I - PURPOSE & RECOGNITION

A. Purpose

1. *It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the Duval County School Board, hereinafter referred to as the Employer, including its duly designated representative, and the Duval Teachers United, hereinafter referred to as DTU, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement, and to set forth herein basic and full agreement between the parties concerning wages, hours, terms and conditions of employment. There shall be no individual arrangements or agreements made covering this Agreement or any part of this Agreement contrary to the terms provided herein.*

2. *It is understood that the Public Employer is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort, and general well-being of the children of this county and the public at large; and that the DTU represents employees who recognize the need for continued and reliable service to these children and the public.*

B. Recognition

Pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes, and the Rules and Regulations of the Public Employees Relations Commission, the Duval County School Board, hereinafter referred to as the Employer, including its duly designated representatives, recognizes the Duval Teachers United, hereinafter referred to as DTU, as the exclusive bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to the determination of the wages, hours, and terms and conditions of employment of the public employees, hereinafter referred to as employee(s) unless otherwise indicated, within the bargaining unit. The bargaining unit shall include:

> *Classroom Teachers: Nursery, Pre-Kindergarten, Kindergarten, Elementary (1 - 5), Middle School (6 - 8), Senior High (9 - 12), Driver Education, Exceptional (Special Education), Remedial, Resource (Art, Music, etc.), Vocational Technical, Office Education, Industrial Arts, Manpower and Diversified (DCT), Guidance Counselors; Psychologists; Occupational Specialists; Media Specialists; Specialists - Other Instructional; TV Instructors; Other Instructional (except Administrative Assistants).*

The bargaining unit shall exclude:

> *Assistant Superintendents, General Directors, Directors, Supervisors, Coordinators, Specialists, Community School "Coordinators," Principals, Vice Principals, and Assistant Principals, Administrative Assistants, Curriculum Assistants, and Deans are excluded unless otherwise designated by the Public Employees Relations Commission.*

C. Spokesperson

It is understood and agreed that the DTU President is the official spokesperson for the DTU in any matter between the DTU and the Employer. The President may designate, in writing, an alternate or alternates.

D. Titles

Titles of the Articles herein shall not, in and of themselves, affect the meaning, construction, or effect any of the sections or provisions of this contract.

E. Collective Bargaining Research Data and Related Materials

The Employer shall make available upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law". The data will be provided as promptly as is reasonably possible.

F. Definitions

1. *Appropriate Administrator/Supervisor - The individual (administrator) having immediate administrative authority over the unit employee(s) and/or who serves as the ranking administrator at the work location.*
2. *Bargaining Representative--The bargaining representative shall mean the employee organization certified as the exclusive bargaining agent pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes.*
3. *Bargaining Unit--That group of non-exempt employees determined by the DTU and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.*
4. *Collective Bargaining--The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written Contract with respect to agreements reached concerning the wages, hours, terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this part.*
5. *Collective Bargaining Agreement/Contract--That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.*
6. *Days--As referred to in the time limits herein, days shall mean working days.*
7. *Directives--Those administrative directives, memoranda, guidelines, and any other communication issued by the Board and/or Administration that impacts upon the members of the bargaining unit.*
8. *DTU--The Duval Teachers United, the exclusive bargaining agent, representing members of the bargaining unit.*
9. *Duty Time--Those specified hours when employees are expected to be present and performing assigned duties.*
10. *Duty-Free Time--Anytime during the workday the employee is not assigned roles or responsibilities related to her/his position (i.e. . . .Specified lunch, break time, and planning time).*
11. *Employee--Any personnel in the unit represented exclusively by the DTU.*

12. *Employer--The Duval County School Board*
13. *Grievance--A dispute between the Employer and Employee involving the interpretation, application or violation of this collective bargaining agreement.*
14. *Paraprofessionals--All teacher assistants in the DTU/Paraprofessional bargaining unit who work in schools or at other sites.*
15. *Parties--Duval Teachers United (DTU), as the exclusive bargaining agent, and the Duval County School Board, as Employer.*
16. *Principal--The chief administrator of a School/Work Location. A principal is an employee qualified in accordance with Florida Statutes, who is assigned responsibility for administrative direction and instructional supervision at an individual school.*
17. *School/Work Location--The location where the members of the unit performs her/his duties on an itinerant or regular basis.*
18. *School Board--The Duval County School Board, the duly-elected Board established under the Florida Constitution, Article IX, Section 4, and Florida Statues, which has the responsibility for the organization and control of the public schools of Duval County.*
19. *School Board Rules--That body of rules adopted by the Duval County School Board.*
20. *State Board Rules--That body of rules adopted by the Department of Education of the State of Florida and directives issued by the Commissioner of the Department of Education to clarify and implement state statutes which relate to education in the State of Florida.*
21. *Superintendent--The Duval County Superintendent of Schools or designee(s).*
22. *Supervisor--The individual (administrator) having immediate authority over the unit employee(s).*
23. *Teacher--All employees in the DTU (teacher) (i.e. Guidance, Psychologists, Occupational Specialists, Media Specialists, Student Support Professionals) bargaining unit who work in schools or at other sites.*
24. *UOPD--All employees in the DTU/UOPD bargaining unit who work in schools/work locations or at other sites.*
25. *Working Day--The total number of hours an employee is expected to be present and performing assigned duties.*

These definitions are to be used to assist in clarifying and understanding the intent and language of this Contract and do not constitute more than working definitions within the context of this Contract.

G. Severability

It is the express intent of the parties that if any article, section, sub-section, sentence, clause or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract, except in the circumstances of Article I, Section I, Paragraph 2. Such affected remaining provision(s) shall be renegotiated and replaced by the Employer and DTU, and made a part hereof as an appropriate amendment to this Contract.

H. Reference to Constitutional Rights and State Statues

Federal and State Constitutions, Florida State Statutes, State Department of Education and State Board of Education Rules, Public Employees Relations Commission Rules, rulings, and decisions with respect to employee rights are incorporated and made a part of this contract.

I. Conflict with Law or Rules

If any changed provision of this collective bargaining contract, which results from any reopener or renegotiations or impasse resolution procedures, is in conflict with any law, rule, or regulation over which the Board has amendatory power, the Board shall amend the law, rule, or regulation to conform to the new provisions of this Contract.

If any provision of the collective bargaining Contract is in conflict with any law, ordinance, rule, or regulation over which the chief executive officer has no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining Contract shall become effective (Reference, Chapter 447.309(3). For the purpose of this Contract, all references made to Chapter 447 shall utilize the language and definitions of Chapter 447.

J. Maintenance of Contractual Standards

Where the Board determines it necessary or desirable to provide current or new employees the opportunity to participate in contracted or shared programs with other governmental agencies, community or charitable organizations or private corporations, the Board agrees that the salary, terms and conditions of this Contract shall apply to those employees. It is understood by the parties that all employees provided by the DCSB to any other private or public agency or organization are DCSB employees, subject to the rules of the Board and applicable labor Contracts. DCSB employees are not subject to the rules and policies of any private or public agency or organization. This understanding shall be communicated to all private or public agencies or organizations and be made a part of any agreement entered into between DCSB and any private or public agency or organization.

K. Contract Supremacy

All provisions of this Contract shall be subject to Florida Statues, Chapter 447. The Board further agrees that this Contract shall supersede all Board Rules and/or Civil Service Rules in conflict with the provisions of this Contract.

L. Post-Ratification Amendment

The Board agrees to accept and incorporate in this Contract, as an addendum, any other statutory rights granted the exclusive bargaining agent and/or employees by rule, order, or decision of the PERC and/or the Florida Legislature of the State of Florida during the course of these negotiations and terms of this Contract.

ARTICLE II - MANAGEMENT RIGHTS

Management Rights

It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercises of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

ARTICLE III - ORGANIZATIONAL RIGHTS

A. General Provisions

1. *The DTU may use the grievance procedure when a dispute arises involving the interpretation or application of this Agreement, as it pertains to DTU organizational rights. Grievances under this provision shall start at Step 2 of the Grievance Procedure.*

2. *The Employer shall make available, upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law".*

B. Meetings and Visitation

1. *Consistent with the provision of Florida Statute 447.509, DTU members may hold meetings before or after the normal school day for students, or workday if non-school-based, provided such meetings do not conflict with other school activities or assigned duties of employees. A suitable location that is agreeable to both the principal or appropriate administrator and the DTU representative will be made available for such meetings.*

2. *Representatives of the DTU may visit and confer with members of the bargaining unit before and after the normal school day for students provided such meetings do not conflict with other school activities or assigned duties of employees.*

3. *Representatives of the DTU may visit and confer with individual members of the bargaining unit during their duty-free break or duty-free lunch period wherever employees normally congregate or where they eat their lunches.*

4. *DTU representatives may make announcements after the adjournment of faculty meetings.*

5. *Representatives of the DTU may visit and confer with employees at other times subject to the approval of the principal or the Assistant Superintendent for Human Resource Services or appropriate administrator.*

6. *In any event, DTU representatives shall report their presence to the main (school) office at the time of entry on school premises.*

C. School Mail Boxes and Bulletin Boards

1. *The DTU shall be provided partial use of suitable bulletin boards, including at least one reserved at each school location and district offices (one on each floor) as designated by the Employer. The DTU agrees that it shall use space on bulletin boards provided by the Employer for the exclusive use of the Union for purposes of posting material dealing with Union business.*

2. *The DTU shall be entitled to use the school-based employees' pick-up boxes for distribution of materials dealing with Union business. Similar distribution shall be allowed for district offices through a central source as mutually agreed upon by the parties.*

D. Administrative Directives

The employer shall provide the DTU with copies of administrative bulletins or memoranda, which are sent to school/work locations and are related to the implementation of this Agreement.

E. Leaves - Duval Teachers United

Upon request, a maximum of seven (7) officers, members, staff of the DTU or its affiliates, AFT, AFL-CIO, and FEA/United, shall be granted a personal leave of absence without pay for a period of up to one (1) school year. Such leave shall be renewable annually upon request during the term of this Agreement.

F. Professional Leave Pool

1. *The Employer shall establish a pool of professional leave time of forty (40) days with pay to be taken in increments of not less than one-half day for employees to participate in professional growth and educational opportunities including those made available by the D.T.U. and its affiliates. A maximum of twenty-five (25) days may be utilized by one bargaining unit.*

2. *Application for this professional leave shall be made by the DTU with a minimum of one-week notice, except in an emergency, with approval by the Employer. Such approval shall not be denied.*

G. Time for Negotiations

Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in negotiations respective to the Contract, they shall suffer no loss in pay.

H. Dues Deduction

1. *The DTU will indemnify, defend, and hold the employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of union dues.*

2. *Upon receipt of a written authorization from an employee covered by this agreement, the Employer will deduct from the employee's pay the amount owed to the DTU by such employee for dues and its assessments.*

3. *It is understood that this provision will provide for 22 or 26 deductions per year for all covered employees as outlined in Appendix D. The Employer will remit to the DTU such sums within 30 days of the deductions. Changes in the DTU membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the DTU and shall be done at*

least 30 days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the DTU does not give written notice to the Employer within thirty (30) calendar days after a remittance is received of its belief, with reason(s) stated therefore, that the remittance is incorrect.

4. *No deduction of dues shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.*

5. *An employee may at any time revoke, in writing her/his authorization for dues deductions. Written requests received by the 20th day of the month will be effective no earlier than the first payday and no later than the second payday of the following month.*

6. *Any employee who has payroll deductions to DTU for membership dues at the time of any unpaid leave shall have such dues deductions reinstated when she/he returns from leave, unless canceled by the employee in writing.*

I. Membership Benefits Deductions

The Employer agrees to provide payroll deductions for DTU Membership Benefits. The charge for this service will be $.05 per participant per deduction to be deducted from each remittance.

J. Organizational Exclusivity

All employee organization rights included in this Agreement shall be granted exclusively to the DTU, unless and until recognition is changed or withdrawn, pursuant to Florida Statute 447, and in compliance with Florida Statutes and the Rules and Regulations of the Public Employee Relations Commission.

K. Early Dismissal

DTU representatives and/or elective officers shall be permitted to leave the work location at 4:15 p.m., if assigned to administrative buildings, and at the time students are dismissed, if assigned to a school center, in order to attend DTU meetings. Those leaving to attend such meetings must advise the administrator in charge reasonably in advance of such meetings.

L. Joint Union-Management Training Sessions

In order to expedite the implementation of this Contract at the work location level, the Superintendent and the DTU President, by mutual agreement, will schedule joint meetings of principals, appropriate administrators, Union Representatives and officers for the purpose of conducting joint Union-management training and/or informational sessions.

M. Public Address System Access

DTU shall be allowed to have announcements made on the public address system for the purpose of communicating with members of the bargaining unit so long as such

utilization does not interfere with the direct instruction of students and to the same extent that other general announcements are made.

N. DTU Contracts

The production and costs of the negotiated DTU Contracts shall be borne equally by the Parties. Layout and design shall be mutually agreed upon by the Parties.

ARTICLE IV - GOVERNANCE AND OVERSIGHT

A. Shared Governance

1. *The Employer and the DTU agree that the improvement of students' learning is of primary importance. In order to maximize the potential for effective curriculum, instruction, and other learning-related functions, and in order to maximize effectiveness of employees, the Employer and DTU jointly support the process of Shared Governance and the employee's right to participate in this process. We agree that it is the best system yet devised to insure justice and fairness, stability, direction, cooperation, collaboration, and commitment in our schools/work locations. This Shared Governance process is strongly encouraged at all work locations, including Administrative sites. In addition, district wide resource employees may have district Shared Governance Committees.*

2. *Each school shall develop a Shared Governance plan. Such plan shall be submitted to the DTU and the district designee. Shared governance guidelines, incorporated by reference into this document, shall serve as a reference when developing this plan. The plan shall include a process for reaching consensus as well as a mechanism for meaningful input in setting the school's budget priorities in both the spring and fall adjustments. Individual schools budgets shall be presented to the employees, at least two (2) weeks prior to the time budgets are due in the spring, and at least two (2) days prior to the time budgets are due in the fall. Copies of the final budgets shall be made available to school members of the bargaining unit.*

3. *A checklist document developed by the parties and signed by the Building Representative and the Principal at each school indicating that the plan has been developed shall be submitted to the district designee and DTU by November 1st of each year.*

4. *The process for selecting representatives of the Shared Governance Committee shall be agreed upon by faculty, staff, and administration. Involvement of classified and resource staff, community, parents, students, business, and others is encouraged. Any committee formed at the school in conjunction with the Shared Governance Process approved by the School Board shall include representation from all bargaining unit(s).*

5. *A Shared Governance Committee composed of members representing the Regional Superintendents, the principals, and DTU will oversee the implementation of the Shared Governance Guidelines at the work site.*

6. a. *Waiver*

   The parties encourage the use of this waiver procedure for implementing school improvement plans, and developing creative teaching methods. Examples of the types of proposals which may be made through this process are, flexible scheduling of students and employees, provisions for

early release of students, establishment of time for conducting in-service, conferences, and professional planning.

b. Waiver Process

(1) Any school applying for a waiver of specific contract language must have faculty consensus through their Shared Decision Making process.

(2) The consensus reaching process must be identified in the school's Shared Decision Making plan.

(3) The DTU must have on file an updated Shared Decision Making plan by November of each school year.

(4) Any requests for waivers must include the minutes of the meeting addressing the waiver along with sufficient documentation of consensus.

(5) All waivers must be submitted to the Regional Superintendent and to the Contract Waiver and Oversight Committee (See Contract Waiver and Oversight Committee).

B. Contract Waiver and Oversight Committee

A committee comprised of the President of DTU and three designees, the General Director, Human Resource Services, and three designees of the Superintendent, shall function as the Contract Waiver and Oversight Committee. The Contract Waiver and Oversight Committee will be authorized to provide oversight for contract compliance and to review contract waiver requests necessitated by new innovative programs and/or school improvement efforts. Waiver requests should be made in writing with sufficient documentation to assist the Committee in reaching a decision as to whether to grant the waiver. When this committee deems it appropriate, employee and school administration representatives may be invited to speak before the committee. This committee shall meet as necessary.

Contract waivers must be reviewed and recommended by the Regional Superintendent and submitted to the Contract Waiver and Oversight Committee. Any contract waivers recommended by the Committee shall be reviewed and approved by the DTU Executive Board and the Superintendent's Task Force on Waivers before the waiver is granted. Responses to such requests for waiver should be made within thirty (30) days from the date of receipt by the Committee. Approved waivers may be granted for a period of time no longer than the remainder of the school year.

Any waivers or approvals granted by this committee will be reported to the bargaining teams during reopener negotiations. The continuation of any such waivers or approvals will be considered by the collective bargaining teams.

C. Committee Appointments and District Committees

1. The parties' practice of establishing joint task forces and committees with equal representation has constituted a major step in the establishment of shared decision-making allowing the parties to develop new and positive working

relationships. The parties agree that the current model for expanded joint decision-making must be continued in order to accommodate the every-increasing range of educational topics requiring joint deliberations and the development of joint recommendations. It is understood that significant and ongoing training of both parties' representatives will be required

Therefore, the following committees and task forces, described in this contract (the Health Insurance Committee, the Sick Leave Pool Committee, the District Reports and Forms Control Committee, the District Shared Governance Committee, the Duval Professional Development Advisory Council, the Safe Schools Task Force, and the New and Innovative Programs Committee) shall meet no less than twice during each school year: the first meeting to be held by the first planning day in the first semester and the second meeting to be held by the first planning day in the second semester.

Nothing in this provision shall preclude any of these committees from having additional meetings or setting alternative dates as long as they meet at least once a semester. Employees shall be given released time to serve on a district curriculum or other committees.

A chair for each committee shall be designated during collective bargaining each year. The chair shall be responsible for calling the meetings.

2. Description of District Committees

a. Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The membership shall be comprised of 50 percent appointed by D.T.U., and 50 percent by the Employer. For Sick Leave Pool requirements, see Article XIII, Section D.

b. Insurance Committee

DTU shall appoint an equal number of representatives of this unit to the Insurance Committee as other units and the Employer have on the Committee. For Health Insurance descriptions, see Article XIII Section A.

c. District Reports and Forms Management Committee

Classroom teachers shall be appointed to a District Reports and Forms Control Committee dealing with school-level paperwork and data collection affecting classroom teachers. The majority of the members of such committee shall be classroom teachers. D.T.U. shall appoint such teacher membership. The committee shall carry out its responsibility in accordance with Florida Statute 229.555. One copy of district-initiated forms developed for use or reporting by members of the bargaining unit shall be provided whenever practicable to the Committee Chairman prior to its distribution to members of the bargaining unit.

d. Duval Professional Development Advisory Council

Six classroom-teacher positions on the Duval Professional Development Advisory Council shall be filled by appointment of the Duval Teachers United.

The Duval County School Board shall make every effort to maintain a Teacher Resource Center during the term of this contract period. This center will include, but not be limited to, the professional library, media materials, AV production and editing, media materials, TEC, FLDRS and other teacher support services.

e. Safe Schools Task Force

The parties agree to establish an ongoing Safe Schools Task Force for the duration of this contract, in an effort to resolve/establish the following charges, including, but not limited to:

(1) Schools must be safe havens where children can study and learn; and
(2) The Code of Student Conduct for students; and
(3) Anti-violence curricula and non-traditional teaching strategies to counter violence in the schools and the community; and
(4) Violence-prevention training for school staff and victim support systems to work with school personnel and others who are victims of violence, as well as the traumatized school community; and
(5) Provision will be made for emergency two-way communication between the work site's administrative offices and outlying buildings or isolated classrooms; and
(6) Parking lots for employees shall be enclosed by a security fence around the parking area; and
(7) Leaves/transfers for employees in the event of a legitimate threat of an assault upon their life or the actual physical assault to the life of an employee.

The composition of the Task Force shall be 14 in number, with equal representation of the parties. It shall be provided sufficient resources, consultants, and staff as may be necessary to complete its assigned charge. Immediately upon ratification of this contract, the Task Force shall be implemented. At least once a year, thereafter, joint recommendation(s) shall be submitted to the President of DTU and the Superintendent for approval and implementation.

f. New and Innovative Programs Committee

When new or innovative programs impacting employment conditions are piloted at various schools or work sites, the DTU President shall be notified by the Employer and by waiver application of the innovating school's Shared Decision Making Committee.

A committee comprised of 12 members, six appointed by DTU and six appointed by the Employer, shall report the progress of these pilots to the DTU and the Employer on a quarterly basis.

Waivers or pilots established under section B (Contract Waiver and Oversight Committee) shall not be reviewed or monitored by the New and Innovative Programs Committee.

g. Shared Governance Committee

A Shared Governance Committee composed of members representing the Regional Superintendents, the principals and DTU will oversee the implementation of the Shared Governance Guidelines at the work site.

ARTICLE V - TEACHERS' RIGHTS

A. Non-Discrimination

1. *The Employer will not discriminate against any applicant or employee in job assignment and employee/employer relations on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or membership or participation in the normal activities of the DTU.*

2. *There will be no reprisal against any employee for processing a grievance or participating in the grievance process.*

B. Teacher Tenure

For the purpose of the Duval County Teacher Tenure Act, the Employer and the D.T.U. recognize the service year to be at least 99 days of full-time actual service including paid holidays and paid leaves. This provision shall apply retroactively to July 1, 1990, in that the Employees' service years shall be recalculated and tenure awarded where appropriate, but any rights accruing to those receiving tenure due to this recalculation shall not take effect until July 1, 1993. Notwithstanding the provisions of Ch 98-468, vocational teachers employed prior to July 1, 1998 may be covered by the provisions and requirements of Florida Statutes.

C. Discipline and Discharge

In the event an employee is reduced in rank or compensation, has a written reprimand included in the assessment file, is disciplined, discharged, terminated, or otherwise separated, then such employee shall be given the reasons therefore in writing. It is agreed that for the purpose of this paragraph a verbal warning shall not be considered a discipline.

Employees may be suspended with pay. Employees may be suspended without pay only for just cause and only by action of the School Board. A committee comprised of representatives of the DTU and Superintendent recommended procedures to implement this subparagraph and recommended measures to reduce the number of employees assigned to the disciplinary center. These criteria and guidelines may be found in Appendix E.

D. Progressive Discipline Policy

1. Administrators/supervisors shall not reprimand or criticize an employee in the presence of the employee's colleagues, students, or in the presence of parents of such students. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure.
    a. Verbal Reprimand
        1. No written conference summary is placed in personnel file

2. Employees must be told that a verbal reprimand initiates the discipline process

b. Written Reprimand

c. Suspension Without Pay

d. Termination

2. It shall be the objective of those taking disciplinary action, and of the employees, that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.

3. An employee who is summoned to the office of a Principal\administrator/supervisor or any district-level administrator for a conference which may lead to disciplinary action shall have the right to request Union representation or a witness. If a Union representative is not available for the conference, the conference shall be rescheduled to a time when Union representation is available.

4. When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee promptly once it is finalized. The employee shall have the opportunity to make a written response to the reprimand within ten days of receiving a copy. A copy of the response shall be made to the Principal or an appropriate administrator and to the Assistant Superintendent of Human Resources.

5. An employee whose appeal of a disciplinary action is successful shall not lose any seniority, rank, or pay as a result of the employee's action.

6. In the event an employee is reduced in rank or compensation, has a written reprimand included in the assessment file, is disciplined, discharged, terminated, or otherwise separated, then each employee shall be given the reasons therefore in writing. It is agreed that for the purpose of this section, a verbal warning shall not be considered a discipline.

7. Employees may be suspended with pay. Employees may be suspended without pay only for just cause and only by action of the School Board. A committee comprised of representatives of the DTU and Superintendent recommended procedures to implement this subparagraph and recommended measures to reduce the number of employees assigned to the disciplinary center. These criteria and guidelines may be found in Appendix E.

E. <u>Harassment</u>

1. Employees shall be free from unnecessary, spiteful or negative criticism or complaints or harassment by administrators and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents, nor shall anonymous complaints be processed.

2. The Employer shall make every effort to ensure that employees shall not be subjected to harassment, abusive language, upbraiding, insults, or interference by a parent or other person in the performance of the employee's duties.

F. Personnel Files

1. *Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statutes. Employees shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.*

2. *When a request is made for access to an employee's personnel file under the Florida Public Records Law by any individual other than those authorized by Florida Statutes, the employee shall be notified at the employee's work location.*

3. *Except for materials pertaining to work performance or such other matters that result in discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.*

4. *The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.*

G. Processing of Complaints

When a complaint about an employee is received, the following procedure shall be followed:

1. *Complaints, other than those investigated by the Superintendent, shall be investigated by the appropriate administrator who shall acknowledge, accept the complaint, and inform the complainant that the matter will be looked into.*

2. *The appropriate administrator shall confer with the employee, inform the employee of the complaint, receive the employee's explanation, and, if necessary, request the complainant to come in for a conference with the employee at a time mutually agreed upon by all parties.*

3. *The use of tape recorders or other mechanical/electronic/video devices is expressly forbidden unless all parties present agree to such use.*

4. *Twenty-four (24) hours' notice of any meeting to discuss a complaint from a non-supervisory person shall be given employees, and a statement of the reason for the meeting.*

5. *No administrative action, other than an investigation, shall be warranted or taken on the basis of an anonymous complaint.*

6. *Employees shall be informed of their right of Union representation. When Union representation is requested, and the employee is to be represented by the Union,*

the conference must be scheduled at a time when union representation can be present.

H. Student Discipline

1. Teachers and administrators should work together in a mutually supportive manner to maintain proper student conduct. Each teacher shall have the right to promulgate and have enforced reasonable rules of classroom conduct which apply to students while in that teacher's class. Such rules shall not conflict with Employer or school rules.

2. Any teacher shall have the right to send a student to the office, with a written explanation or referral, whenever the student is involved in an incident contrary to the established rules of conduct. The teacher will notify the office immediately when this action is taken.

3. To assist in the investigation of a serious incident, the teacher shall submit to the office a written account of the matter not later than the end of the school day on the day of the disturbance, unless impracticable.

4. The principal or his designee shall confer with the teacher regarding possible corrective action prior to the student's return to the classroom.

5. The teacher will receive from the principal or his designee an explanation of the steps taken along with any suggestions for working with the problem. Such explanation and suggestions shall be in writing if requested.

6. The teacher shall have the right to again send the student to the office whenever the student is again involved in a classroom disturbance.

7. In addition to the district-wide Code of Student Conduct, school rules shall be developed and reviewed as necessary by a committee made up of the school principal and teachers.

8. A continuous statistical record of student discipline cases will be maintained in a place and manner available to all staff to use as a basis for recommendations for administering discipline and the periodic revision of the school rules for conduct.

9. If a teacher is concerned with the manner in which behavioral problems are being adjusted, the matter shall be discussed in private with the appropriate administrator.

I. Disruptive Students

Teachers shall be protected from disruptive students in accordance with law and with procedures outlined in Appendix G of this Agreement.

J. Reporting

1. General Reports

a. Employees shall be given reasonable time to prepare and submit required reports.

b. Nine-Week Grades

Employees shall not be required to submit nine-week grades until 12:00 noon on the planning day for that grading period, excluding the fourth nine (9) week period. In order to assist employees with completing grades, every effort shall be made not to schedule meetings before 1:00 p.m. on these planning days on which grades are due.

c. Teachers will be given at least 48 hours notification for submission of grade gathering documents for special scheduling configuration schools when due before scheduled planning days.

2. Grades

All teachers, including ESE teachers, have primary responsibility and authority for giving marks indicating a student's progress in class, subject to the review of the principal of the school. This applies whether the marks being given are letter grades or S/N/U symbols. The principal also may request a review of the information recorded by a teacher which justifies the marks of a student. However, the marks given a student by a teacher are subject to modification only by the Superintendent of Schools. In the event such change is made, the Superintendent's directive will be reduced to writing and a copy provided to the teacher.

Any task force or committee organized to review and recommend changes to the procedure for giving grades to students shall include representation from Duval Teachers United.

K. Personal Rights

The Employer shall be concerned with the non-school activities of an employee only when they interfere with the discharge of the employee's duties. The Employer places the question of out-of-school/work location center activities on the part of employees purely on a professional and ethical basis. The question is placed entirely in the keeping of the conscience of the individual employee.

Teacher desks or file cabinets may not be searched arbitrarily or capriciously.

L. Employee Rehabilitation

Referral to or voluntary enrollment in an employee assistance program, or other rehabilitation programs, including but not limited to alcohol and drug abuse, shall not be made a part of or otherwise noted in the employee's personnel file. Such program participation shall not be used as proof or justification for any charges otherwise made against any employee.

M. Children of Employees

Employees shall have the option of having their children attend school at their work sites or the nearest appropriate school. Consideration may be given to space and racial balance.

Employees with children enrolled at schools with more than one (1) calendar shall have the option of which calendar their child shall be placed. Consideration may be given to space and racial balance.

N. Planning Books

The parties agree lesson plans ensure that all objectives are taught and occur in the natural developmental sequence of the curriculum. Teachers' planning books shall be available at their teaching stations. Occasional temporary collection of the planning books by the principal for review may occur.

O. Personal Errands and Tasks

No employee shall be required to perform personal errands or tasks for any supervisor, administrator, or other employee in any bargaining unit during work hours when such benefits are of a personal nature and are not job related.

ARTICLE VI - EMPLOYMENT CONDITIONS

A. *School Calendars*

School calendars negotiated will be subject to renegotiation if and when either party to this agreement determines the calendars to be in error. Should either party make such a determination, the moving party must advise the other party in writing, defining the error(s) and requesting that renegotiation of the calendar(s) be initiated. Negotiations must begin within ten (10) workdays following receipt of the written notification.

Both parties agree that should the school district initiate a pilot calendar that differs from the traditional school calendar (four quarters, nine weeks each), a separate and appropriate school calendar will be negotiated beginning ten (10) days following notification by the School Board.

By mutual agreement, any or all of these calendars may be renegotiated.

DTU input will be sought prior to the implementation of any modified school year program. Any item in such a program which is a change that impacts school calendars, wages, hours, terms and conditions of employment of any employee(s) shall be negotiated prior to implementation.

Employees shall participate in establishing school calendars and shall be provided with information specifically identifying the work year for each employee.

B. *Holidays*

A calendar shall be negotiated by the parties.

C. *Work Year*

1. *The employee work year, except for psychologists and 11 and 12 month employees, shall be one hundred ninety-six (196) days, commencing on the first day of preplanning, and ending on the last day of post-planning, six of which shall be paid holidays. They are as follows:*

    Labor Day
    Thanksgiving
    Winter Holidays (two days)
    New Year's Day
    Veteran's Day

    The employee work year shall include ten (10) nonstudent days, four (4) of which shall occur immediately prior to the student school year and two (2) immediately after completion of the student school year.

2. *D.T.U. input will be sought prior to the implementation of any modified school year program. Any item in such a program which is a change that impacts school calendars, wages, hours, and terms and conditions of employment of any members of the bargaining unit shall be negotiated prior to implementation.*

3. *The work year for any member of the bargaining unit may be extended additional days using an extended contract where a need to do so is recognized by the principal, where funds are available in the school budget to pay the employee, and where the employee agrees to work these additional days.*

D. Continuous Service/Resignation

Any employee who has submitted a resignation effective prior to termination of a contract period may rescind such resignation up to two weeks (10 days) prior to the effective date.

After this time, the Employer may elect to rescind the resignation if no less than satisfactory marks were received on the last formal evaluation and the position has not been filled; and the employee shall be eligible for all benefits that would have accrued to him had he not submitted a resignation.

If the position has been filled, the employee will be given the next vacancy for which he is qualified.

E. Employee Workday

1. For the 180 student-contact days, the employee workday shall be seven and one-third hours, including lunch time on campus; and, in addition, whatever off-campus time the teacher deems necessary to adequately prepare for the educational program such as preparing lesson plans, grading papers, and securing library materials. All other workdays shall consist of seven hours on campus. Whenever the Employer determines the need to alter the starting and ending times of the school day to accommodate transportation requirements or other contingencies, the reporting times for employees shall be adjusted accordingly. Under normal circumstances, high school teachers will not be required to report more than ten (10) minutes before or remain more than ten (10) minutes after the school day, nor shall the workday as defined in the Agreement be lengthened as a result of such alteration. Under normal circumstances, middle school teachers will report fifteen (15) minutes before the school day, and remain five (5) minutes after the school day.

2. A daily lunch period free from assignment shall be provided for all regular full-time employees. Every effort will be made to provide a thirty (30)-minute employee lunch period; however, the length of the lunch period free from assignment shall be no less than that provided to students in the employee's assigned school. The lunch period free from assignment shall be guaranteed to

each employee except in the case of a clear and definite emergency. In any school not provided a thirty (30)-minute employee lunch period, the faculty may submit to the principal a thirty (30)-minute lunch-period plan for his/her consideration. Teachers may leave the campus during the thirty (30) minute lunch period, with prior approval of the principal or designee. Teachers may take one hour for lunch on planning days.

3. Employees may be required to attend up to twelve (12) faculty or in-service meetings each contract year; the total time for all such meetings shall not exceed eighteen (18) hours of employee time per contract year.

This time may be used in increments of thirty (30) minutes, up to a maximum of ninety (90) minutes during any workday. These meetings (up to twelve (12)) may be held before or after the student day. Meetings held before school shall begin no more than sixty (60) minutes before the student day and may not exceed sixty (60) minutes in duration. Meetings held after the student day shall begin immediately thereafter. No faculty meeting shall exceed ninety (90) minutes.

In-service meetings may not exceed ninety (90) minutes unless the approved school-based in-service training plan requires additional time, up to a maximum of three (3) hours per day. Such an in-service training plan must be approved pursuant to the individual school shared-governance plan. Such an in-service plan must also support the school improvement plan and standards-based instruction. District guidelines for the development of the in-service training plans will be agreed to mutually between the parties and disseminated to the individual schools during preplanning. Personal leave may be taken on in-service meeting days only for religious holidays, weddings, or bereavement (see Article IX D.).

At least a one-day notice shall be given, except in case of emergency, before any meeting. If an emergency is first determined to exist by the Superintendent, the number of faculty meetings may be increased. Only one (1) meeting may be conducted on any workday, except for an emergency.

Official minutes for faculty, in-service, and official committee meetings shall be kept and made available to the faculty. Should the principal not have clerical staff available for keeping such minutes, a member of the bargaining unit selected by staff shall do so.

4. Employee attendance at all assignments or meetings, other than during the regular campus workday and/or faculty meetings, shall be a professional responsibility, but at the option of the individual employee; except that employees may be required to attend an open house for parents and two (2) other assignment or meetings during the school year.

5. Nothing in this Agreement shall be construed as a limitation on the parties' rights and obligation under Article VIII.

F. Summer-School Workday

The summer-school teacher's workday shall be six (6) hours on campus including lunch and, in addition, whatever off-campus time the teacher deems necessary to adequately prepare for the educational program such as preparing lesson plans, grading papers, and securing library materials. The workday for members of the bargaining unit employed in "summer writing" positions shall be six (6) hours including lunch. The workday for ROTC instructors participating in a summer camp who supervise students full time at the camp will be 7 ½ hours.

G. Four-Day Week/Flexible Work Schedules

1. *The parties shall discuss the need for establishing a four-day workweek prior to implementation of a four-day workweek. In the event the Employer determines that a change in the length of the normal workday for a certain classification of employee is necessary, it will negotiate the impact of the change. Employees affected shall be given no less than three weeks' notice of the changed schedule.*

2. *Employees shall be entitled to three days off at the completion of the four-day workweek.*

3. *Flexible work schedules are encouraged and may be developed for both school-based and district employees upon mutual agreement of the Parties.*

H. Teaching Load

Every effort shall be made at the beginning of the school year or semester to provide for an equitable distribution of regular education students on any grade level or specialized area in the elementary schools and by subject and level in the secondary schools with respect to class size, discipline history, and ability levels. While reasonable efforts should be made to maintain distribution levels as much as possible throughout the year, it is understood that mobility factors and the timely accessibility of student information will impact distribution equity. The school principal, with input from classroom teachers, shall have the authority and the responsibility to provide for the foregoing provisions.

I. Teaching Preparations

The parties agree that the Employer has the responsibility, from time to time, of preparing and promulgating teaching schedules for its teachers.

In secondary schools, within a department, every effort shall be made to schedule so that all members of that department will teach at least one (1) class of their choice and every effort shall be made to minimize and/or reduce the number of preparations each member of the department shall have.

In furtherance of this responsibility, the parties agree that teachers shall not be required to teach in more than three (3) certification areas, nor teach subjects involving more than four (4) different preparations or any combination to exceed four (4) preparations in secondary schools, unless:

1. The teacher consents to teach more than specified above, or;

2. The above limitations to any particular teacher(s) would create an unusual difficulty in scheduling within a school or create unusual hardships on students.

"Preparations" as used herein shall be construed to mean any different grade level, course title, subtitle, or specified level. It shall not be construed to mean different student ability levels with a grade level, course title, subtitle, or specified level.

Employees at each school shall not be required to teach six (6) periods without Employer action. Should such action be taken by the Employer, the Employer agrees to negotiate salary and working conditions for the additional period prior to implementation.

J. Class Interruptions

To enhance the learning process, classes shall not be unnecessarily interrupted.

K. Summer-School

Assignment to summer-school positions shall be based upon the following criteria, in order of priority:

1. The applicant must have taught in the subject area for the Employer during the regular school year (except as noted in 4 below), have a satisfactory rating on his/her most recent evaluation, and hold a valid Florida Teacher's Certificate for the period of employment.
   a. For secondary summer school applicants, the applicant must hold a Florida Professional Educators Certificate in field and must have taught in the subject area in the year immediately preceding the summer term.
   b. For elementary summer school applicants, 'subject area' is defined as follows:
      (1) If the assignment is for grades K - 3, the applicant must hold a Florida Professional Educators Certificate in field and must have taught any grade in grades pre K - 3 in the year immediately preceding the summer term.
      (2) If the assignment is for grades 4 - 6, the applicant must hold a Florida Professional Educators Certificate in field and must have taught any grade in grades 4 - 5 and 6 with middle school endorsement in the year immediately preceding the summer term.
      (3) The principal shall have discretion for third (3rd) grade assignments to select an applicant whose teaching experience in the year immediately preceding the summer term was any grade 1 - 5.
      (4) If no qualified applicants are available in category a and b above, the applicant must hold a Florida Professional Educators Certificate in field and must have taught any grade in grades pre K - 6 in the year immediately preceding the summer term.

2. For summer school, applicants who taught at the school or one of its clustered schools during the previous school year who meet special needs of the school will

be given priority over other applicants in summer-school assignments to that school.

3. Priority will next be given to applicants whose most recent summer school experience is in the most distant past. Date of hire will be used for this calculation if applicant has no summer school experience.

4. Title I teachers may be assigned to elementary vacancies when their summer school experience is less recent than that of other candidates.

5. If all other factors are equal, seniority as defined elsewhere in this contract will be the determining factor.

L. Appearance

1. The code of appearance is intended to provide guidelines for acceptable apparel and appearance for employees. It is each employee's professional obligation and responsibility to dress in a manner that reflects the Code of Appearance.
2. Using the school site identified process for shared decision making, any school may choose to adopt a School Code of Appearance exceeding the minimum standards of appearance included in the District Code. Documentation of the staff consensus will be included in the minutes of the meeting(s).
3. District Code of Appearance
   It is each employee's professional obligation and responsibility to dress in a manner that:
   a. Reflects their position as a positive and respectable role model for children by meeting the general code of appearance for students (1-9);
   b. Is practical for performing work duties and responsibilities; and
   c. Includes clothes selected with safety in mind relative to the employee's work assignment and duties.
4. Guidelines added as the result of shared decision-making at a school shall become a part of the code of appearance for that school. It is the responsibility of the principal or respective responsibility center administrator to confer individually with any employee when questions arise relative to the appropriateness of an individual's attire.

M. Clean and Safe Conditions

1. The Employer shall provide clean classrooms, restrooms, work areas, cafeterias, and other facilities used by employees subject to reasonable limitations. The employee shall make all reasonable efforts to maintain her/his work area in safe condition, including reporting observed needs to the principal or her/his designee/ appropriate administrator. Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States, specifically Florida Statutes 235.06, and the Florida Worker's Compensation Act, Florida Statute 440.56, which states:

"Every employer, as defined in F.S. 440.02, shall furnish employment which shall be safe for employees therein, furnish and use safety devices and safeguards, adopt and use methods and processes reasonably adequate to render such an employment and place of employment safe, and do every other thing reasonably necessary to protect the life, health, and safety of such employees. As used in this section, the terms `safe' and `safety' as applied to any employment or place of employment shall mean such freedom from danger as is reasonably necessary for the protection of the life, health, and safety of employees or the public, including conditions and methods of sanitation and hygiene. . . "

2. *Employees are responsible for the security and safety of students, but should it become necessary for a school to be placed under the control and management of an outside agency, employees shall not be required to serve as security personnel.*

3. *In the event of a bomb threat, employees shall not be required to re-enter an evacuated building to search for a bomb.*

4. *Employees shall not be required to serve as security personnel for the purpose of the search and/or seizure of unauthorized goods brought into a school by students.*

5. *Tobacco Free Schools*
   In order to safeguard the health and safety of employees and students, the use of tobacco products at any school site is prohibited. "School site" shall be defined as any building used for pupil attendance, or part thereof, and the grounds upon which such building is located. "Tobacco products" shall be defined as all lighted tobacco products, including but not limited to cigarettes, cigars, pipe tobacco, and all smokeless tobacco products, including but not limited to snuff and chewing tobacco. As a part of the Employee Assistance and Wellness Programs, any employee desiring to participate shall be provided a smoking cessation program at no cost to the employee.

N. Field Trips

Field trips approved by the school principal shall be considered an assigned duty when the activity occurs within the limits of the normal school day. Work performed on field trips that extend beyond the normal school day shall be voluntary.

It shall be the school-principal's responsibility to provide for coverage of classes of employees who are on approved field trips; provided, however, that if employees are utilized to cover the classes of those participating in an approved field trip, such assignment shall be rotated among classroom teachers.

Teachers on approved field trips will not be considered on leave and will not be required to file leave forms.

Teachers in ESE classes may request that the paraprofessionals assigned to their classes participate in ESE field trips. Such request shall not be unreasonably denied.

O. Salespersons

1. In no event are salespersons to disturb employees while at a work location, or while involved in work-related activities, except as part of the employee's assigned duties.
2. Attendance at any presentation given by a salesperson shall be voluntary. If such presentation is in conjunction with any other meeting, it shall be scheduled at the end of the meeting.

P. Student Transportation

No employee shall be required to transport a student in his personal automobile. In the event a principal requests any employee to transport students in his personal automobile and such employee so agrees, authorization shall be in writing. In that event, the Employer will hold such employee harmless for claims or damages to persons or property arising out of, or directly related to, the use of such automobile for the transportation of such students within the limits of liability set forth in subparagraph (5) of Section 768.28, Florida Statutes.

Q. Medical Examination

Medical examination or X-rays shall not be required of any member of the bargaining unit except:

1. Those prerequisites for employment.
2. The Employer may, at its own expense, with good cause, require a member to submit to a physical or psychiatric examination. At all times, the choice from among state-licensed physicians and psychiatrists shall be made by the member from a list consisting of not less than three (3) physicians or psychiatrists approved by the Board. The results of such examination shall be placed in member's assessment file with a copy provided to the employee.
3. The employee shall have the right to seek an additional opinion or judgment from a state-licensed physician or psychiatrist of the member's choosing at his own expense. The additional opinion or judgment shall also be placed in the employee's assessment file.

R. Elementary Relief Break

Elementary teachers who need a restroom break shall follow a procedure included in the faculty handbook, including: First, notify a nearby faculty member and ask them to monitor the class; and secondly, if necessary, notify the principal or a designee who will arrange for a classroom monitor.

S. Teaching Supplies

Members of the bargaining unit shall not be required to furnish supplies at their own expense.

When equipment is purchased in quantity for classroom use by the District, i.e., audiovisual equipment, computers, etc., members of the bargaining unit will be included in evaluating and/or writing specifications, in order to insure that such equipment meets the needs of the classroom. When purchasing a specific item of equipment for a specific classroom, the member of the bargaining unit whose responsibility it is to use the equipment shall provide input into the selection of the equipment prior to its purchase.

T. Interns

Any employee with three (3) or more years satisfactory experience shall have the right to request the assignment as supervising employee for an intern, or any other preservice student and the right to recommend the nonassignment of interns.

At least ten (10) days prior to the date an intern is scheduled to report to the school center, the employee shall be notified when the intern is expected to report. Employees who have interns shall be given available background information, objectives, program requirements, other expectations, and the projected schedule for the intern.

U. Substitute Teachers

Employees shall notify the Employer of their absence as soon as possible by calling the automated substitute system, which shall fulfill the responsibility of the Employee. In the event of a planned absence, the Employee may register within the automated system up to 30 days in advance of that absence.

Nothing in this article shall mean that a teacher may willingly leave a classroom unsupervised. Members of the bargaining unit shall not be required to act as substitutes for other members of the bargaining unit except as a last resort in an emergency situation.

V. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the necessary time to fulfill their responsibilities. They, however, shall not be required to use time clocks but will be required to sign in and out during the normal workday. However, the purpose of check-in is to determine an employee's presence in the building. Signing in shall be defined as initialing the check-in form.

W. Faculty Funds

All profits received from vending machines located in the faculty lounge shall be placed in a designated school fund.

The faculty may elect a committee to assist the school administration in administering the school fund. The fund shall not be used for any purpose that would be in conflict with Florida State Law. The fund shall be subject to audit by the Employer.

X. Building Supervision

No member of the bargaining unit shall be involuntarily appointed by the principal to be in charge of the school center in the principal's absence

Y. Resource Teachers

1. Resource teachers in the areas of art, music, and physical education shall be regarded as regular classroom teachers and shall have the same responsibilities as any other teachers in the area of discipline.

2. Every effort shall be made to place all resource teachers (art, music, physical education, media, etc.) in schools before any other person is employed for those positions.

Z. Exceptional-Education Teachers

Teachers of exceptional education classes who perform required travel are eligible for mileage reimbursement as provided elsewhere in this contract.

Teachers of exceptional education classes may request articulation of students assigned to their classes. Such requests shall be according to the Duval County District Procedures for Exceptional Student Education document approved by the Florida State Department of Education.

Teachers of exceptional education classes shall not be required to dispense medicine to students.

If a teacher of exceptional students in required by the principal to accompany the class to lunch, and remain with the class during the students' lunch period, the teacher shall be given a thirty-minute duty-free lunch.

Where possible, and if appropriate, exceptional education classrooms should have running water and a restroom.

Principals should provide some release time for exceptional education teachers to prepare for IEP writing/conferences based upon the complexity of the needs of the exceptional students being served.

AA. Resource Periods and Planning Time

1. The Employer and the D.T.U. agree that adequate planning time is important to the improvement of the quality of education and should be encouraged and focused on professional tasks. School principals should form a teacher resource scheduling committee that includes resource teachers or some other method of receiving and discussing input from classroom, resource, and ESE teachers when developing the resource teacher schedule. Because of the implementation of the extended day kindergarten, kindergarten classes should be given the same time allotment consideration as other primary classes when developing classroom resource schedules at individual schools. The schedule must include planning time for each teacher in accordance with the following requirements.

2. Elementary Schools
   a. Elementary teachers shall not be required, except as part of a professional development plan, to accompany their students during periods when the students are being taught by a certified resource teacher (art, music, physical education, library, etc.). Such periods shall be used for professional activities as defined in this article.
   b. The school day shall be scheduled so as to normally provide classroom teachers 40 minutes for professional activities before the student day begins, within the current workday.
   c. Resource teachers, media specialists, and guidance counselors shall have forty (40) minutes of scheduled planning time daily, during the work day (or its equivalent in larger blocks of time throughout the week), in addition to lunch.

3. Middle Schools
   Each middle school teacher shall be provided at least forty-five (45) minutes of duty free planning time within the current workday.

4. High Schools
   a. Each high school teacher shall be provided with one duty-free planning period equal to one regular instructional period, exclusive of duty-free lunch, within the current workday. This planning period shall be available for planning and conferences except for emergencies or unusual scheduling problems.
   b. In schools where the student schedule includes a seventh period, each teacher shall use the additional period for planning and conferences. In addition, although not mandatory, the principal may assign teachers to specific professional activities as defined in this article. Teachers who sponsor non-supplemented activities may be excluded from duty assignments.

5. Professional activities, for the purpose of this article includes activities such as planning, tutoring, research, academic counseling of students and parents, communicating student academic progress to parents, supervision of students, developing individual education plans (I.E.P.) for students experiencing academic or behavioral problems, peer teacher programs, coordinating follow up academic assignments for student absentees due to illness or assignment to hospital home-bound or other special programs, i.e. I.S.S.P.

6. Where supervisory services must be provided in a school, duties shall be assigned in a fair and reasonable manner, which may necessitate rotating duties to assure equitability of assignments.

7. Because the parties acknowledge the importance of allowing teachers to have sufficient instructional time with students, and sufficient planning time, any teacher volunteering to prepare special/decorative materials for the school shall

only be required to use class time or planning time for such activities where a class is specifically organized and students are given credit for that purpose.

BB. Dual Enrollment

Employees teaching in programs for students with dual enrollment between the School Board and an outside agency shall only be required to report to and be evaluated by the DCSB.

CC. Posting

The following shall be posted in a timely manner bi-monthly on the bulletin boards (except as noted) in each school/work location and on each floor of each administrative building:

1. *Test Date Announcements*
2. *Course/Training Opportunities*
3. *PERC notices (as required by PERC)*

DD. Child Care Programs

Childcare programs for children of employees are encouraged at school/work locations where feasible.

EE. Allocation for Kindergarten Program

With the implementation of extended day kindergarten, approximately $2.5 million will be redirected to the kindergarten classrooms for the 2002-2003 school year. The allocations are based on enrollment figures provided last spring to the Regional Superintendents and the SIMS database. Additionally, schools with ESE self- contained classes with kindergarten students are receiving the $250 per student allocation. The ESE allocation is based on estimates from the SIMS database.

The minimum guidelines for assigning paraprofessionals in the basic program are as follows:

- 20 students – no paraprofessional
- 21-25 students – 3.5 hours paraprofessional assistance daily for 2 hour literacy block and 1- hour mathematics block
- 26+ students – 5.5 hours paraprofessional assistance daily

Part-time paraprofessionals could be hired to cover lunch duty or assist in classroom settings. The new training requirements for paraprofessionals in Title I schools should be taken into consideration when planning for paraprofessional support to meet the recommended guidelines.

FF: Early Release

The Board shall address the approval of an Early Release Program following a public hearing at the September 2002 School Board meeting. The Program shall have the following components:

1. At least one early release day per month
2. At least sixty (60) minutes per release day
3. The intended starting date of the Program to be during the 2002-2003 school year, if possible.

ARTICLE VII - ASSESSMENT / PROFESSIONAL DEVELOPMENT

A. Employee Evaluation

1. The Employer standards, procedures, and forms for evaluation of a teacher are cited in the Teacher Assessment System, which is the agreed upon evaluation tool for teachers. The Teacher Assessment System shall not be modified without appropriate collective bargaining. Each principal or evaluation supervisor will be provided with copies of the forms and Employer standards and procedures to be used in employee evaluation.

2. The standards, procedures, and forms shall be made readily available to all members of the bargaining unit and shall be explained by the evaluator upon request.

3. All members of the bargaining unit shall receive in-service on standards, procedures, and forms relating to the formal assessment instrument by which they will be evaluated.

4. The formal evaluation form will be signed by the evaluator who shall be an administrator, supervisor, or managerial employee.

5. Before an employee can be given an unsatisfactory performance rating, the evaluator must have made at least two observations of the employee's performance.

6. Annual contract teachers shall be notified in writing of unsatisfactory performance Such notice shall be provided no later than February 15 during the year of unsatisfactory performance. Such notice shall include the procedural requirements of Florida Statutes.

   For all other teachers, at least 30 days prior to being given an unsatisfactory final performance evaluation, the employee shall be notified in writing of the specific areas where improvement is needed and a conference with the evaluator shall be provided. At such conference, suggestions for improvement and the reasons for the unsatisfactory determination shall be provided. Prior to any final unsatisfactory rating, the Principal/Supervisor shall follow the procedures set forth in the Teacher Assessment System.

7. The official evaluation form shall provide the option for comments by the member and an opportunity for the member to describe the learning environment of the classroom including but not limited to class size, number of preparations, learning level or grouping of students, and a record of contributions the member makes to the school program beyond the regular teaching assignments. The employee may attach other comments to the form or send the comments directly to the Division of Human Resource Services.

8. A copy of the official evaluation, as intended to be placed in the assessment file, shall be provided to each employee at the time the signature of the member is affixed.

9. For the purpose of granting bonuses under the Legislature's D/F and Alternative School incentive plan during the 2000 – 2001 school year, "outstanding" shall mean no unsatisfactory rating in any of the competency areas for 1999 – 2000.

10. Continuing Evaluation Task Force

A continuing task force comprised of eight (8) persons, four appointed by the president of DTU and four appointed by the Superintendent will be responsible for reviewing and recommending revisions to the assessment system, including training, on an annual basis.

Special Task Force On Teacher Assessment
A special task force comprised of six administrative representatives (representing Human Resources, Professional Development, and school principals), six DTU representatives, and one PTA representative shall revise the teacher assessment system to meet new legislative requirements. The chair will be recommended jointly by the Superintendent and DTU president. The task force will continue to meet to review the assessment system and recommend such changes as may be necessary to ensure the assessment system meets all requirements and criteria in the law.

B. Beginning Teacher Program
Beginning teachers shall be entitled to all the rights and privileges of this contract, except as modified by Florida Statute.

Funding shall be allocated to provide substitutes for up to 10 days for each school year, for the release of beginning teachers and/or peer teachers participating in the program. These days are to be assigned by the principal to be used to observe, counsel, and to support other Beginning Teacher Program activities.

Employees enrolled in the Beginning Teacher Program shall not be required to sponsor clubs or serve as coaches.

C. In-service Days for New Teachers
Members of the teachers bargaining unit who are in their first year of employment with the Duval County School District and placed under contract at the beginning of the school year will be required to attend no more than two days of in-service training outside the normal work calendar.

As part of the in-service program provided during these two days, Duval Teachers United will be allotted a reasonable period of time on the program for the purpose of sharing

information. The Duval Teachers United may make recommendations to the Superintendent regarding the planning of the in-service program. The time allotted for this purpose will be by mutual agreement of the Superintendent of Schools and the president of Duval Teachers United.

Compensation for the in-service training is included in the base pay of the employee's salary schedule.

D. In-service Programs

1. Stipends
With the exception of in service programs scheduled under Article VI E 3, a stipend shall be paid to teachers participating in required in-service programs scheduled at times other than regular duty hours in accordance with the article on Compensation.

2. Faculty Meetings After Regular Duty Hours

Faculty meetings after regular duty hours may be used to conduct required in-service programs which support the school improvement plan, standards – based instruction, and the professional development plan as approved pursuant to the individual school shared governance plan.

3. Release Days
When release days are provided in the calendar by the Board for in-service, employees' total planning time, including pre- and post-planning, shall not be materially reduced because of the implementation of the release days.

4. For the term of this Agreement, Red Cross/CPR training for coaching certification shall be furnished by the District at no expense to the Employee.

E. Vocational Certification
Vocational trades teachers shall be required to obtain industry certification as well as Florida professional certification by the beginning of 2002 - 03. A committee appointed by the DTU and the administration shall determine the specific certification required for each teaching area.

ARTICLE VIII - TRANSFERS / SURPLUS

A. Employee Transfer

1. Voluntary Transfer

Voluntary transfer requests will be processed after special needs of the Employer such as, training, and experience, Title I Comparability, and extracurricular activities have been met. The following guidelines will be used:

a. Employees who wish to make application for transfer, including transfers when there is a staffing of a new facility or when the major role of a facility is altered, shall submit their request in writing to the Division of Human Resource Services on or before March 1.

b. Application will include a request for up to four (4) schools in order of preference or a selection of one of the organizational regions, and two (2) subject areas and a designation of primary and/or intermediate at the elementary level. Only those areas in which the employee is certificated will be considered.

c. A list of known vacancies shall be posted in each school no later than March 15 showing vacancies by school with grade or subject area. An amended list shall be posted by May 15.

d. Vacancies shall be open solely to transfer applicants until May 1. Thereafter, transfer applicants shall be eligible for vacancies along with other applicants. Employees desiring to amend their original transfer request must contact the Division of Human Resource Services prior to June 1.

e. New employees shall have the option to request a voluntary transfer placement after two (2) years and eleven (11) months. Employees who have received voluntary transfers within the last two (2) years and eleven (11) months will not be eligible for voluntary transfer. This limitation does not apply to teachers teaching out of their field of certification or to teachers involuntarily transferred within the past two years. Application to transfer after the two (2) year eleven (11) month period may be made prior to the transfer eligibility.

f. When more than one applicant meets the above criteria, seniority as defined elsewhere in this contract will be the determining factor.

g. All voluntary transfers shall be subject to the approval of the receiving principals. The losing principal shall be informed of the transfer and may request a review of the transfer by the Regional Superintendent on the grounds that such transfer would be detrimental to the program of the school.

h. Employees who do not receive voluntary transfers shall be notified of the reason in writing upon request.

i. The seven (7) most senior teachers (utilizing Duval total seniority) requesting a transfer to an individual school shall be guaranteed at least

one interview by one principal on whose list(s) the teachers' names appear.

2. Facility Closing
Employees with ten (10) or more years of seniority, and facing displacement as a result of a facility closing shall be transferred to existing facilities of their choice, where vacancies exist, prior to consideration of other applicants

3. Staffing of New Facilities
Employees who apply for transfer, including staffing of a new facility, shall submit the request in writing to the Division of Human Resource Services on or before March 1. Employees shall be selected for the new facility in the following order of priority:

a. Approximately half of the staff of the new school shall be drawn from surplus staff at the feeder school(s).
b. Volunteers for transfer from the feeder schools shall be placed in order of seniority for interviews with the principal.
c. Members of the bargaining unit who are surplused from the feeder schools and are identified in accordance with surplus procedures and have ten (10) or more years of experience shall be placed in the new facility first. Other surplus (transfer) employees from the feeder schools will then be placed.
d. The remaining positions will be staffed with administrative and voluntary transfers, and returns from leave teachers, according to the transfer procedures as in Section A 1, and other provisions of this agreement.
e. New hires shall be placed in new schools only when the above procedures do not produce adequate staff.

These procedures may be modified for schools with special missions or needs upon review and agreement by a committee appointed by the DTU and the Superintendent.

B. Compensated Supplemental Positions
Vacant supplemental positions shall be posted on the faculty bulletin board whereby employees may request consideration for assignment to a supplemental position within their same school whenever one becomes vacant.

C. Seniority
District seniority shall be determined by total (Duval) service with the Employer as a member of this bargaining unit except as cited below. Where total service is equal, continuous service shall be the next determining factor. An approved leave of absence shall not count as service with the Employer for seniority purposes unless the employee has worked one day more than half the contract year in which the leave was granted. An approved leave of absence shall not break continuous service.

Where total and continuous service are equal, the current hire date shall be the determining factor. The current date shall be the last date of hire to a position in this bargaining unit without a break in service. Where current hire date is equal, the date of application to the position of latest continuous service shall be the determining factor.

Total service shall be used for seniority purposes only when an employee has completed three (3) years of continuous service. Seniority ranking for an employee without three (3) years of continuous service shall be continuous service, current hire date, and application date.

D. Reduction in Force/Recall

1. Identification

If a reduction in members of the bargaining unit should be necessary due to budgetary reasons, those on Annual Contract shall be considered first. The criteria in priority for determining who shall be retained or recalled shall be certification, satisfactory performance and seniority as defined in this contract.

Employees on leave will be considered with active employees when making the above determination.

When a member of the bargaining unit is subject to RIF, he/she shall be informed of that action, in private, by an appropriate administrator.

2. Notification

Persons on the recall list as the result of RIF shall be responsible for notifying the appropriate Human Resource administrator in writing by January 15 of each school year following the RIF of their availability, their current mailing address, and their current telephone number, and for providing a copy of the current and valid, Florida Educator's or Duval County Certificate.

In addition, persons on the recall list, as the result of RIF shall immediately notify the appropriate Human Resource administrator in writing of any change in their current mailing address or in their current telephone number, and of any change in status relative to their Florida Educator's Certificate.

Any person on the recall list as the result of RIF not notifying the appropriate Human Resource administrator in accordance with the requirements of this subsection shall forfeit their rights to recall.

3. Assignment

The Division of Human Resources shall be responsible for up to three school years after the RIF for notifying personnel on the recall list of openings in their areas of certification. Such notification shall be to the most current address and phone number on file and only to personnel who have notified HR in accordance with the provisions of subsection 2. above.

When an employee is reassigned (involuntarily transferred) to another position due to this RIF procedure, every effort shall be made to return the employee, at his/her option, to the previous position.

4. Notification of DTU
In order to assist DTU in responding to questions from their membership, any list of personnel to be RIF'd shall be supplied to the DTU.

5. Continuous Service
For seniority purposes only, an employee who is terminated due to a reduction in force and who is subsequently rehired shall have his/her service considered as continuous and without break. An employee terminated due to a reduction in force for either the 1990-91 or 1991-92 school years, or both, shall have such service connected to the subsequent school year and considered as continuous. Agreement to this provision by both parties shall not affect placement for the 1992-93 school year.

6. Counseling
If a reduction in force occurs, the employer shall provide the affected employees with job counseling and placement services, as required by law.

E. Surplus (Involuntary Transfer)

1. Surplus positions are identified by certification.

2. a. At the discretion of the Superintendent or designee, personnel who are in unique programs or who meet special needs may be exempt from surplus consideration.

   b. Positions which may be considered for exempt status must be those that require:

      (1) Special certification; or
      (2) Special training which would require a replacement to be away from the students for an extensive period of time; or
      (3) Special training that is periodic and not readily available; or
      (4) Special training that is too expensive to duplicate.

   c. Some such positions are band directors, head coaches, and athletic directors. Department chairs, grade level chairs, and team leaders who have held these positions for more than one (1) year may also be exempt from surplus consideration.

3. Employees who were involuntarily transferred to their present positions shall be exempt from surplus consideration for the following school year. However, if this

exemption results in surplusing of a tenured employee by a non-tenured employee, no such exemption shall exist.

4. Teachers who are being required to participate in professional growth and development activities or who are on fourth-year waivers shall not be identified and declared surplus.

5. Surplus/Involuntary Transfer Exemption of DTU Chairpersons

   a. Elected DTU Building Chairpersons shall be exempt from surplus/involuntary transfer. The DTU Building Chairperson shall be exempt in order to provide continuity of representation.

   b. DTU will provide and maintain a current list of Building Representatives and be responsible for filing a list and/or updated list, with the Division of Human Resource Services. Further, each principal/appropriate administrator will be provided the name of the current building representative(s).

6. After identification of the surplus areas, volunteers shall be sought from the appropriate group or certification area. Volunteers shall be selected to the extent allowed by the provisions of subsections 1 through 5 of this section. Teachers who volunteer must so notify Human Resource Services and their principal in writing.

7. After the above criteria have been met, teachers with the least seniority within the school district will fill the surplus positions.

8. The principal will notify teachers who have been declared surplus of their status and submit their names, with grade levels or subject areas, to the Division of Human Resource Services.

9. The Division of Human Resource Services will be responsible for notifying surplus teachers of their new assignments.

10. Every effort shall be made to reassign surplus teachers, at their option, to their original school site, if the position from which they were surplused is reinstated.

11. Any involuntary transfers involved within feeder pattern programs must be done on a case-by-case basis. The appropriate Assistant Superintendent and the President of DTU shall mutually agree upon all transfers. Should those parties not be able to agree on the appropriateness of a transfer, the Superintendent shall make the final decision.

12. The President of DTU shall be notified in advance when a member of the bargaining unit is administratively transferred.

13. *Sufficient time (not to exceed two workdays under normal circumstances) should be given to surplus teachers to pack, move, and set up their new classrooms before beginning to teach at their new school.*

ARTICLE IX - LEAVES OF ABSENCE

A. General Provisions

A leave of absence shall not be considered a termination of employment.

An employee on approved extended sick leave, illness in line of duty, or personal health leave, who has been cleared to return to work by the employee's physician, shall be entitled to return to pay status. Employees returning at the end of approved Family Medical Leave but prior to the end of the school year shall be returned to the same position. Employees returning at the end of approved Family Medical Leave but after the end of the school year during which the leave was begun shall be returned to the same or an equivalent position. The principal has the option of employing the teacher in the same or equivalent position at their school should an open and vacant position exist.

An employee wishing to return from an approved extended leave, other than sick, illness in line of duty, or personal health leave, shall file a request for reassignment to the Assistant Superintendent for Human Resource Services at least thirty (30) days prior to the intended date of return. Such employee will be given priority for return to pay status over the hiring of new applicants into positions for which he is qualified.

The Employer shall have the right to cancel any leave of absence which is used for purposes other than for which it was granted.

B. Sick Leave

Any full-time employee who is unable to perform his/her duty in the school because of illness or because of illness or death of father, mother, brother, sister, husband, wife, child, or other close relative such as grandfather, grandmother, grandson, granddaughter, uncle, aunt, or anyone of like relationship by marriage or a member of his own household and consequently has to be absent from his work shall be granted leave of absence for sickness by the Employer. The following provisions shall govern sick leave:

1. An employee employed on a full-time basis shall be entitled to four days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, which shall be credited to the employee at the end of that month and which shall not be used prior to the time it is earned and credited to the employee; provided, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment; provided, that such leave shall be taken only when necessary because of sickness as herein prescribed. If the employee terminates his or her employment and has not accrued the 4 sick days available to him or her, the school board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year; provided, that there shall be no limit on the number of days of sick leave an employee may accrue.

2. In accordance with Duval County School Board policies, a teacher may authorize his or her spouse, child, parent, or sibling who is also an employee of the Duval County Public Schools to use sick leave that has accrued to the authorizing teacher, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool, if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value as provided in Article XIII section G 2 (Terminal Pay (sick leave).

3. As used in this section, one day of sick leave for the purpose of accrual and use shall mean to be the equivalent in hours and may be accrued over two pay periods in a month. Any portion of leave days accumulated may be taken and charged in increments of not less than thirty (30) minutes; provided, that leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.

4. In the event that an employee uses six or more consecutive days of leave allowance, the employee shall provide the Payroll Office, 1701 Prudential Drive, with a doctor's statement attesting to the illness with the anticipated date or return as soon after the sixth day as possible but, in any case, prior to receiving the paycheck for the pay period in which the sixth day occurred or any subsequent paychecks. Should the employee be unable to submit the doctor's statement as required above, he shall be paid for any sick leave to which he is entitled when the doctor's statement is submitted to the Payroll Office.

5. a. Principals are encouraged to monitor the use of sick leave to ensure that all teachers act in a manner consistent with the requirements of their positions. Excessive absences by any teacher places tremendous stress on the teachers who are present to render professional services for the absent teacher. Disciplinary measures may be taken when abuses are identified.

   b. When they must be absent, teachers are expected to provide adequate and appropriate notice.

C. <u>Leaves - Summer School</u>

Members of the bargaining unit employed during summer school shall be credited with one (1) additional sick leave day.

A member of the bargaining unit assigned a summer position shall be entitled to use any sick leave he/she has accumulated.

No leave without pay shall be taken by the employee during the summer school assignment, except in the event of an emergency or illness.

D. Personal Leave With Pay

A member of the bargaining unit may be absent six (6) days each school year for personal reasons; provided, however, that such absences for personal reasons shall be charged only to accrued sick leave; and provided, further, that leave for personal reasons shall be noncumulative and shall not create an undue hardship for a particular school.

The procedure for notifying the principal of intent to use personal leave with pay shall be the same as for sick leave with pay. However, when personal leave with pay is requested a day preceding or following a holiday or a nonworkday for members of the bargaining unit, the leave will be requested in advance except for emergencies. On early release or other in service days (see Article VI E 3), personal leave will be allowed only for religious holidays, weddings, or bereavement.

Teachers shall work collaboratively with the principal to develop plans to reduce the incidence of absenteeism at the school including a reduction of the use of personal leave before holidays.

Except as indicated herein, the only explanation required for using personal leave with pay shall be personal business.

Employees shall not be denied personal leave for religious holidays.

E. On-the-Job Injury/Illness

Employees shall be entitled to all compensation and benefits as provided in Chapter 440, Florida Statutes. In addition, a member of the bargaining unit shall be entitled to illness/injury-in-the-line-of-duty leave at regular pay (reduced by the amount of worker's compensation received in the form of temporary disability paid by reason of such injury or illness) for a period of seven (7) days when he has been absent from his duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Health insurance benefits for the employee shall be covered by the Employer during the time an employee is on illness/injury-in-the-line-of-duty leave. The following requirements shall be observed for illness-in-line-of-duty leave:

1. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases" such as chicken pox, mumps, measles, etc. This will not include the common cold, influenza, or diseases which ordinarily would spread among the total population.

2. Any employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file the appropriate claim report with the school principal.

3. Claims for illness-in-the-line-of-duty shall be approved and payment thereof authorized upon determination that:

(a). The claimant came in contact with the disease at claimant's work location.
(b). Symptoms of the diseases became evident and were diagnosed by a physician during the incubation period of the disease.

4. It shall be the responsibility of the claimant to furnish conclusive proof of his meeting the above-stated guidelines. Employees may use accrued sick and annual leave after supplemental pay benefits cease.

F. Court or Jury Duty

An employee shall be granted full pay and benefits for appearance in court under the following circumstances:

1. Summoned to appear as a juror.

2. Summoned to appear as a defendant in an action arising out of and in the course of employment with the Employer.

3. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.

Any payments received from the court for such appearance may be retained by the employee.

G. Professional Leave During Pre- and Post-planning

Employees shall be entitled to a maximum of three (3) - days leave with pay when attendance and/or travel is required for summer school in a college or university during the pre-and/or post-planning periods, providing such leave is requested in writing, addressed to the Assistant Superintendent for Human Resource Services, and countersigned by the principal. Normal assignments must be completed prior to the beginning of the leave, or such leave shall be deemed canceled.

H. Extended Professional Leave

Employees shall be entitled to extended professional leave without pay for a period of one year. Such leave shall be granted only to employees with satisfactory ratings who carry not less than the number of semester hours required of the average student enrolled at that institution taking graduate work for an advanced degree. Such leave may be extended for an additional year.

I. Military Leave

1. With Pay

In meeting their obligation to the United States Armed Services, all members of the bargaining unit will be granted military leave with pay for not more than seventeen (17) workdays. Requests for such leave must be in writing and countersigned by the principal. A copy of orders and (in the case of ten (10)- and eleven (11)-months personnel) written evidence that effort has been made to serve the duty at a time school is not in session must be attached.

2. Without Pay

In meeting their obligation to the United States Armed Services, all members of the bargaining unit will be granted military leave without pay for periods extending beyond the seventeen (17)-days of paid military leave.

Request for military leave must be in writing and countersigned by the principal. A copy of orders and written evidence that effort has been made to serve the duty at a time when school is not in session must be attached.

J. Leave Due to Pregnancy/Maternity/Adoption

1. Employees requesting leave of absence due to pregnancy/maternity may apply for sick leave by submitting a statement from their physician that they are physically unable to work or they may elect to apply for health leave.

2. Employees requesting leave of absence due to adoption may apply for personal leave with pay or personal leave without pay by submitting written proof of adoption, or, in cases where the child is ill, for sick leave.

K. Assigned Duty Elsewhere

Assigned Duty Elsewhere (temporary duty) may be granted by the Employer upon the request of an employee, provided such duty is in the interest of the Employer. An employee so assigned shall be considered in regular service but on temporary duty and shall continue in the same pay status for the period of time approved. The Employer may assign an employee on temporary duty when in the best interest of the Employer. Temporary duty shall not be assigned in a discriminatory manner.

An assigned duty outside of Duval County shall be by mutual consent of the employee and the Employer. A teacher performing his duty outside Duval County shall be reimbursed for expenses according to Chapter 126, Part 7, of the Ordinance Code of the City of Jacksonville.

The parties agree that "Assigned Duty Elsewhere (temporary duty)," as used herein, is not to be used for any employee labor unions or labor unions or labor organization activities, except as agreed elsewhere in this contract.

L. Sabbatical Leave

1. Eligibility

(a) Service - An employee who has rendered service for the Employer at least 12 of the last 14 semesters preceding the leave may apply for sabbatical leave. Only service rendered subsequent to return from the most recent commencement of service is counted.

(b) During the two consecutive semesters of the calendar year immediately preceding the beginning date of the leave, the employee must have worked

and received salary for a minimum of 80 percent of the workdays, exclusive of illness.

(c) Health - A written certificate giving evidence of the employee's physical condition must be filed with the Division of Human Resource Services before a leave is granted.

2. Length of Leave

Sabbatical leaves may be granted for one school semester or one school year.

3. Compensation

Salary for sabbatical leave shall be 60 percent of the employee's salary.

(a) The employee signs a promissory note indemnifying the Employer against loss in the event that the employee fails to satisfactorily carry out the program of study or fails to return and render service for at least 80 percent of the days for each of four semesters or twenty-four calendar months immediately following the termination of the leave.

(b) The employee submits a statement showing compliance with the conditions of the sabbatical leave agreement. Such note shall be exonerated in the event the failure of the employee to return and render such four semesters of service is caused by the death or physical or mental disability of the employee.

4. Application for Leave

Employees wishing to apply for sabbatical leave must submit a leave request and study plan to the Human Resource Services office at least sixty (60) days prior to the close of the school year preceding the effective date of the leave.

5. Fellowship, scholarship, and other grants shall be considered as outside employment. Compensation from such employment during the leave shall not exceed the difference between the regular salary and the salary for sabbatical leave.

6. Step Advance

An employee returning from sabbatical leave will receive the same step advancement in salary as he would have received had he remained in active service in his regular position during the leave period.

7. The number of employees on leave during any semester shall not exceed one percent of the total number of employees in the system.

8. Formal Study

The employee must pursue a full-time program of graduate study in residence in an accredited institution of higher learning including foreign universities and file a transcript of courses completed within 45 days following the employee's return to active service.

9. Change of Plan
Any change of plan must be approved by the Employer in advance.

10. If the employee fails to fulfill the leave requirements, no further compensation may be allowed for the leave, and any compensation received by the employee must be returned in order to satisfy the promissory note.

11. Absence for personal illness, physical injury, to transact personal business, or other reasons will neither be earned nor lost during a sabbatical leave.

12. Benefits
An employee on sabbatical leave shall receive group insurance and hospitalization benefits provided to employees.

13. Board of Review
A board of review shall consist of six members, three of whom are appointed by the D.T.U. and three by the Employer. It shall review applicants regarding their programs, purpose, and conditions of leave requests and make recommendations to the Superintendent.

The following criteria for reviewing applications and making recommendations shall be used by the Board of Review. Such criteria shall include, but not be limited to:

(a) The employee requesting leave shall have received a satisfactory annual performance evaluation for the six years immediately preceding the application.
(b) Each program of study shall be designed either to improve the applicant's teaching skills in the current teaching assignment or to obtain certification in an area of critical need as determined by the Department of Education and the Employer.
(c) Other certificated areas.
(d) Employees with prior sabbatical leave.

The Employer shall not unreasonably withhold approval of the recommendations made by the Board of Review.

M. Personal Health Leave

An employee shall be entitled to personal health leave without pay for the duration of the illness or the remainder of the school year in which the illness or injury occurs whichever comes first. The leave may be extended for the next school year by the Employer for the following reasons:

1. Insufficient accumulated sick leave days to cover duration of illness.

2. Extended illness or health problems causing temporary disability.

3. Inability to work due to pregnancy or pregnancy related illness.

Request for health leave for six or more days shall be accompanied by a medical doctor's statement attesting to the illness. An employee using six or more consecutive days of personal health leave shall provide the Payroll Office, 1701 Prudential Drive, Jacksonville, Florida, 32207, a statement from his physician as evidence of satisfactory physical condition before returning to work.

N. Personal Leave Without Pay

An employee may be granted personal leave without pay for up to one year. Employees may apply to their principal or immediate supervisor for such principal's or supervisor's approval of five (5) days personal leave without pay per year. Personal leave without pay in excess of five (5) days shall be requested with reasons in writing to the Employer, countersigned by the principal or immediate supervisor, indicating approval or disapproval.

Personal leave without pay for one year shall be requested before the closing date of the school year immediately preceding the year for which the request is made. Personal leave without pay may be renewed for a period not to exceed one year.

All personal leave without pay shall not be unreasonably denied.

O. Insurance Benefits - Leaves of Absence Without Pay

Teachers on leave without pay shall have the option to continue, at their own expense, insurance or similar benefits to which he or she would normally be entitled.

Payment for premiums may be made monthly, quarterly, or annually in advance, by the 25th of the month for the following month(s), as arranged in advance by the employee.

P. Annual Leave

1. Annual Leave

12 month employees may accrue and take annual leave when requested by the employee in writing and when approved by the appropriate administrator. The Employer shall not unreasonably deny any such requests.

2. Past practice notwithstanding, absence on the account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and only upon written approval of the principal or designated supervisor, be charged against any accrued vacation leave allowance, and is not subject to the time limitations as outlined in this Article. Should a legal holiday fall within an employee's scheduled vacation period, the employee will be paid for the holiday and shall not have the holiday charged against accrued annual leave.

Q. Committee Release Time

Teachers shall be given released time to serve on a district curriculum or other committees.

ARTICLE X - GRIEVANCE PROCEDURE

A. Grievance Procedure

1. As used herein, grievance is defined as a dispute between Employer and employee involving the interpretation or application of this collective bargaining agreement and shall systematically follow the three (3) step Grievance Procedure as outlined herein. A grievant shall mean either an individual teacher or group of teachers having the same grievance. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation, and such grievance shall be limited to an application, misapplication, or nonapplication of this Agreement to factual situations, inasmuch as the legal interpretation of this Agreement is to be determined by the case and statutory law of the State together with the Charter and ordinances of the City of Jacksonville, The grievant shall have the right to representation beginning with Step 1.

2. Any grievant having a grievance shall first discuss it with the immediate supervisor or school administrator, as is appropriate in light of the subject matter of the complaint. Any such grievance must be brought to the attention of the immediate supervisor within ten (10) workdays of the occurrence of the event or events giving rise to the grievance; provided that, if the grievant having the grievance is absent when such event occurs, said ten-day period shall not commence until his return. If the grievant and the immediate supervisor are unable to satisfactorily adjust the grievance within two (2) workdays, it may be referred to Step 1 within five (5) workdays after the expiration of the said two-day period.

Step 1 Formal Step / Immediate Supervisor

Reference of the grievance to Step 1 shall consist of the employee and/or representative reducing the grievance to writing and submitting it to his immediate supervisor within the five-day period provided above. Such immediate supervisor or teacher may request a meeting prior to the supervisor's decision, in which event either or both the supervisor and the employee may be accompanied at the meeting by a representative. The supervisor shall give the employee are least two (2)-days notice of such meeting. In any event, the supervisor must render this decision in writing, with two copies to the employee, within five (5) workdays after receipt of the written grievance.

Step 2 Formal Step / Superintendent

The employee may, within fifteen (15) workdays after receipt of the written decision, appeal in writing to the Director of Human Resource Services. The Department of Governmental and Labor Relations and Human Resource Services shall coordinate the grievances at this level. The written appeal shall set forth specifically the event or events upon which the grievance was originally based and the grounds upon which the appeal is based and shall be subject to all other requirements of this article. The Superintendent and/or his/her representative shall meet with the grievant and/or representative. A written

decision on the appeal shall be transmitted within twenty (20) workdays after receipt of the appeal, two (2) copies of which shall be delivered to the grievant.

Step 3 <u>Formal Step / School Board</u>
The grievant may, within twenty (20) workdays after receipt of the written decision of the Superintendent or his designee appeal in writing to the School Board. Such appeal shall be filed with the School Board with a copy directed to the Superintendent. The School Board shall thereafter, and no later than thirty (30) days from the date of filing of such appeal, hold a hearing on the matter. The School Board's decision in the matter shall be rendered at the next regular School Board meeting after the hearings.

Arbitration - The grievant may within ten (10) workdays after receipt of the written decision of the School Board file a request with the School Board for a final and binding disposition by an impartial neutral, mutually selected by the parties; provided, however, that an arbitrator or other neutral shall not have the power to add to, subtract from, modify, or alter the terms of the bargaining agreement.

1. If within five (5) workdays of receipt of the request for arbitration the Board and the grievant are unable to mutually agree on a neutral, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) potential arbitrators. Arbitrators shall be selected from such a panel by alternately striking names from this list (the grievant to strike the first name) until the last name on the list is reached. The last name on the list shall be the designated arbitrator. All parties shall participate in the arbitration process in accordance with the intents of the collective bargaining law.

2. The cost of arbitration is to be paid by the losing party when there is a clear award. Otherwise, the cost will be paid by the charging party.

3. The bargaining agent shall be reasonably notified of the time and place that each of the four steps of the grievance procedure are to be held in order that it might be present, and it shall be provided with a copy of the final determination of the grievance.

4. The time limits specified above may be extended at any time by agreement between the grievant and the appropriate administration representative.

5. Both parties shall have the right to appeal to an appropriate court any grievance decision inconsistent with the terms and conditions of this agreement.

Nothing in this part shall be construed to prevent any public employee from presenting, beginning at step 1, his own grievances, in person or by legal counsel, to his public employer and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the agreement and if the bargaining agent has been given notice to be present at any meetings called for the resolution of such agreement. A grievance arising out of the same factual situation may

be withdrawn at any step, but that same grievance may not be filed a second time. Any grievance arising out of the same factual situation initiated through the procedure outlined herein may not be filed a second time.

ARTICLE XI - ACCOUNTABILITY / CHALLENGED SCHOOLS

A. Critically Low Performing Schools

For the purpose of this article shall be defined as, schools designated as "D" or "F" by the DOE. Low "D" or "F" schools shall be those that failed the minimum criteria in two of the three areas.

B. Waivers

Should a school in the Duval County School District be identified as a critically low performing school during the life of this contract, the parties agree to the following waiver procedure:

1. All waivers should be initiated by the school. The School Improvement Plan will be formulated to address the identified problem areas.

2. Remedies contained in such plans that require a waiver of one or more of the provisions of this contract shall be submitted to the DTU Board of Directors and to the Superintendent for review. Those requiring a waiver of school board policy shall be reviewed by the Superintendent.

3. Contract waivers shall be processed in accordance with procedures outlined in the article on Governance and Oversight. The Superintendent will submit approved school board policy waivers to the School Board for its approval. Any waiver disapproved shall be returned to the school with reasons for such disapproval attached.

4. Approval of such waivers shall be agendaed by the respective boards no later than the date of the second board meeting following the submission.

C. Administrative Actions / Incentives

1. Reconstitution of schools rated as low "D" or "F"
   a. A plan to reconstitute low "D" or "F" schools shall be designed for implementation in 00-01 by a team comprised of district administration, principals, and DTU. The plan is to be in place by March 1, 2000.
   b. All principals of such schools should have a strong instructional focus.
   c. All designated schools should be staffed with TIS's and/or professional development resource personnel.

2. Transfers

   Administrative transfers may be implemented as follows:

   The President of DTU shall be notified in advance when a member of the bargaining unit is administratively transferred from a school rated as low "D" or "F". A committee comprised of the Regional Superintendent, DTU President, DTU Designee, General Director, Human Resources Services, and principals shall convene to review such transfers and to advise district administration regarding the transfers and/or subsequent placement.

3. The priority criteria for reduction in force or surplus of teachers for schools rated as low "D" or "F" shall be:
   a. Teachers who do not possess Florida Professional Certification in-field.
   b. Volunteers shall be first identified in the appropriate subject or grade area.
   c. Teachers selected by the principal in joint consultation with the regional superintendent, DTU, and Human Resources based on performance as determined by student data.
   d. Principals may request a waiver through the shared decision making process of criteria 3.a. should a special need be identified.

4. The priority criteria for summer school assignments for schools rated as low "D" or "F" shall be:
   a. No LTS teacher may be identified to teach the summer term.
   b. Teachers whose assignment in the year immediately preceding the summer school term was the same school.
   c. Teachers selected possess Florida Professional Certification in-field.
   d. Teachers selected have taught the same grade or an adjacent grade in the year immediately preceding the summer term.
   e. Teachers are involved in "Looping".
   f. Teachers selected by the principal are the most outstanding teachers based on performance as determined by student data.
   g. Seniority

5. Assignment for Extended Year or Extended Day
   a. Assignments to an extended year contract or to extended day employment must be based on the understanding of the employees that such assignments may be expected prior to assignment to the school (see Reconstitution)
   b. For 99-00: the salary schedule hourly rate as established for community education may be used to reimburse teachers for extended day employment and the summer school hourly rate for extended year employment between school years. Principals are to work *with* faculty to gain buy in for such employment for 99-00.

6. Incentives (See Compensation)
   a. Individual salary incentives (supplements) for each satisfactory teacher at schools rated as low "D" or "F" will be provided if school grade designations are increased by one letter grade.
   b. Additional individual salary incentives will be made available to each satisfactory teacher who qualifies based on specific criteria established by the Performance Pay Committee. Examples of criteria include:
      - Student achievement increases
      - The teacher's involvement in 'Looping'
      - The teacher's involvement in professional development leadership, i.e., mentoring, workshop presentations relevant to school concerns.

ARTICLE XII - COMPENSATION

A. Teacher Salary Schedule Guidelines

1. Teachers shall be paid in accordance with Appendix A on the basis of approved experience and training and in accordance with these guidelines.

2 a. For the term of this contract, a step represents one (1) year of recognized teaching experience. Teachers who have worked ninety-nine (99) or more days in Duval County during the preceding school year will be advanced one (1) step in the appropriate column.

b. For new employees with no prior Duval experience, credit for combined teaching and other creditable experience may be allowed up to a maximum of ten (10) years. Retroactive to the beginning of the 00 – 01 contract year, new employees hired during 00 – 01 may be credited with combined teaching and other creditable experience up to a maximum of fifteen (15) years.

c. Effective 01 – 02, teachers hired as new employees in 98-99 and 99-00 may be credited with combined teaching and other creditable experience up to a maximum of fifteen (15) years.

d. Effective the 01 – 02 contract year, new employees may be credited with combined teaching and other creditable experience for each year of satisfactory performance up to the maximum allowed on the salary schedule.

e. Teaching experience may be allowed on a year to year basis for verified efficient full-time teaching service in the public school system of Florida including services set forth in Florida Statutes, or on a year-for-year basis for verified efficient full-time teaching service in institutions not a part of the public school system in Florida. Active military service experience may be allowed at a rate of one (1) year for each twelve (12) months continuous service up to a maximum of four(4) years. Teachers employed prior to October 1, 1985, shall be granted experience based on prior agreements.

f. Teaching experience may be granted only if the teacher had earned a four-year degree prior to the experience.

3. Vocational Teachers

Vocational teachers shall be assigned a step in accordance with rules in effect prior to July 1, 1999. In the event the vocational teacher earns a Bachelor degree awarded by an accredited institution and is recognized in accordance with the requirements in section B below, experience steps shall be based on assignment as follows:

a. If the vocational teacher continues in a vocational trade teaching assignment, the experience step shall remain at the same level, including occupational and teaching experience and shall advance on the schedule as normal.

b. If the vocational teacher's assignment is changed to an academic teaching assignment, steps shall be assigned in accordance with rules for placement of teachers in academic degreed areas. Experience steps earned previously for Duval County teaching experience shall be retained but experience steps awarded previously for occupational experience shall be removed.

c. As a pilot for the 01 – 02 and 02 – 03 school years only, experience steps earned previously for occupational experience shall be retained permanently in the case of any vocational teacher who has received a degree in an area of ESE, mathematics, or science provided the Professional Educator Certificate reflects the pertinent academic coverage and who is assigned to and is teaching in-field in the area of ESE, secondary science, or secondary mathematics. Vocational teachers who have been approved to participate in the pilot and who subsequently are qualified and placed in accordance with the provisions of this section shall be permitted to retain their occupational experience. At the end of each year, Human Resources and Duval Teachers United will review the success of the pilot.

4. DTU Professional Staff

An employee who takes leave for assignment to the DTU professional staff shall be given credit on the employees' salary schedule for this experience up to a maximum of ten (10) years. The DTU professional staff experience shall count as other experience and shall not be subject to the limitations of other experience as described in employee salary schedule guidelines. For a year's credit, the employee shall have worked one day more than half the year in his/her DTU professional staff assignment. (This credit is for salary schedule assignment only and shall not be used for State retirement system credit except in accordance with FRS rules.)

5. Experience Verification

a. It is the employee's responsibility to identify all previous employers and request verification of the experience on forms provided by the Division of Human Resource Services. The employee shall follow up on any verification not received. Salary adjustments will be made retroactive to the beginning date of employment for the school year in which the verification form is received.

b. It is the employee's responsibility to verify this experience with the Division of Human Resource Services with salary schedule credit effective the school year in which it is received.

B. Change of Degree Status

Effective July 1, 1990, a change of degree in an employee's certificate shall be recognized for payroll purposes upon presentation of an official transcript from the accredited degree-granting authority indicating the highest acceptable degree level awarded. The effective date of the higher degree shall be as indicated on official transcript. The transcript shall be submitted to the Human Resource Services office.

C. Biweekly Pay Periods

1. Ten-month certificated personnel shall receive their salaries in accordance with a pay calendar mutually agreed to by the parties. The Employer and D.T.U. shall meet as soon as reasonably possible prior to the start of the new school year for the purpose of negotiating the pay calendar. The new pay calendar shall be attached to this Agreement as an Addendum. Those wishing to select the Optional Pay Plan must forward a signed request to the Personnel Division prior to the first Friday in September of each year. Those personnel who previously elected the Optional Pay Plan will remain paid from it unless specifically canceled in writing by the same date.

2. Electronic Funds Transfer (Direct Deposit) will be provided to all employees upon request. Upon ratification, electronic funds transfer of paychecks will be required for all new employees. Implementation of direct deposit for all current employees will be reviewed by DTU and the administration during 1999 - 2000.

D. Incentive Pay

1. Employees holding regular certification may earn an additional $300 per year upon successful completion of 15 semester or 22 quarter hours of credit at a fully-accredited institution of higher learning. Credits earned and applied must be part of a planned program of studies leading to an advanced degree or adding another area of certification and approved in advance by the Employer.
2. Payment of incentive pay shall be effective upon completion of the required credits as indicated on the official transcript or grade report bearing the seal of the institution and shall continue for a period of no longer than five (5) years. If the academic requirements are completed prior to September 1 of a school year, the entire supplement will be paid. If the requirements are completed after September 1, that prorated share will be paid based upon the percentage of the normal work year remaining. Evidence of completion of the required credits must be filed with the Assistant Superintendent of Human Resource Services.
3. An employee may apply credits earned under provisions of this policy only once at each level of certification or equivalent degree status. Credit for courses successfully completed as part of a program of studies approved at a lower level of certification may not be carried forward and applied to the requirements for

incentive pay at a higher level of certification. A candidate must receive approval by the Employer of a new program of studies, as set forth above, at each level of certification.

4. When an employee becomes eligible and is issued a certificate of higher degree, he shall receive the salary specified in the salary schedule, and incentive pay shall cease. Any incentive pay which may have been earned is not carried forward in addition to the amount received for the new rank of certificate. Incentive pay is a supplement to salary.
5. Employees eligible for incentive pay prior to July l, 1982, shall not be subject to the five (5) -year limitations contained herein.

E. Performance Pay

1. Teachers who qualify for performance pay shall be paid in accordance with the Performance Pay schedule in Appendix C.

2. The committee comprised of six administrators (representing Human Resources, Budget, and school principals), six DTU representatives, one PTA representative, and one businessperson shall review the Performance Pay plan and make recommendations for modifications as may be necessary. The Superintendent and DTU president shall identify the chair.

3. A supplement shall be paid to teachers at alternative schools based on the school recidivism rate, renewal of contract and assignment and acceptance thereof, student counseling participation, and student performance based on pre and post assessments. See Appendix C-2.

4. Incentive pay (supplement) will be provided for each qualified teacher at challenged schools in accordance with criteria identified in section C in the article on Accountability /Challenged Schools in the year following the school or individual improvement.
   a. For designated schools that increase school grade at least one letter grade: $1,000 per qualified teacher
   b. For individual teachers who qualify at designated schools: $1,000
   c. Specific criteria for subsection C 5 in the article on Accountability / Challenged Schools shall be established by the committee on Performance Pay. This subsection is subject to revision based on further review and recommendations from the Performance Pay Committee and upon availability of funds.

F. NBPTS Certification Supplement Requirements and Criteria

1. Mentoring Services and Activities for State Mentoring Award

   a. Mentoring and related services shall be provided to teachers:

- Tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, or teachers who are identified by their principal as in need of services; or
- Beginning Teachers; or
- Teachers registered by NBPTS as working toward national certification.

Mentoring activities for tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, beginning teachers, or teachers who are identified by their principal as in need of services may be performed during non student contact time.

Mentoring activities shall be verified in a log signed by the mentor and mentee and submitted by the Mentor to Duval Teacher Certification upon completion of the 12 workday requirement but no later than June 1 of each year.

b. A program and procedures to assist tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, beginning teachers, or teachers who are identified by their principal as in need of services will be developed by Professional Development for implementation during the 2001 – 2002 school year.

In the 2001 – 2002 school year, mentoring and related services for teachers in need of services as outlined in such program shall be performed as part of the 12 workday requirement.

2. Payment of State NBPTS Award

Payment of the State award for the NBPTS certification shall be contingent on the specific state appropriation and shall be paid in equal installments retroactive to the beginning of the contract year for that teacher in which the certification is received.

G. Workday - Teacher Extended Day/Year

Teachers who volunteer to work an extra teaching period, i.e. seventh or zero period, shall receive a supplement at a rate of their normal hourly rate excluding supplements.

Any full time teacher working outside the regular workday or work year shall do so on a voluntary basis. With prior approval for compensation by the appropriate administrator, a full time employee shall be paid his/her salary schedule daily rate of pay, prorated on an hourly basis.

H. Teacher Coverage

Teachers covering the class(es) of an absent teacher shall be remunerated in the form of a supplement calculated as follows:

1. a. High Schools, Middle School, or Alternative Schools Utilizing Similar Period Configuration: With the exception of one full non-duty planning period per semester, teachers who, on their non-duty planning period, cover a class period for which no substitute has been secured, shall receive $12 per period per day, or $18.50 per period per day in the case of a block or modified schedule coverage. Such amount shall be prorated for the portion of the period or class actually covered.

   b. After the initial incidence each semester, a teacher who, during his/her regularly scheduled class, receives students from another class that has been divided and for which no substitute has been secured shall receive $12 per day or $6 for one-half day coverage regardless of block or non-block schedule. In no case shall students be divided between more than four teachers for the purpose of this paragraph.

2. Elementary Schools: After the first incident each semester of receiving students from a divided class, basic classroom or resource teachers who receive students from another class that has been divided shall receive $12 per day or $6 for one-half day coverage. Such amount shall be prorated for the portion of the day actually covered but in no case shall students be divided between more than four teachers for the purpose of this compensation.

3. Alternative Schools: After the first incident each semester of receiving students from a divided class, classroom teachers who receive one-half (½) of the students from another class shall receive $20 per day. Classroom teachers who receive all of the students from another class shall receive $40 per day.

4. Such remuneration of teachers shall be made only from the existing school substitute allocation. Resource teachers are not entitled to additional compensation if they are pulled from their regular duties. The use of resource teachers shall be strongly discouraged at all times.

5. When no substitute can be secured for one teacher who is absent in an ESE inclusion or REI situation, the remaining teacher who teaches the entire group for the day will receive $12 for the whole day or $6 for one-half day.

6. Additional compensation for teachers covering for substitutes only applies in those situations where a substitute could not be secured and where a substitute would normally be called.

7. If a teacher leaves early and another teacher offers to cover that class for a short period of time, then no additional compensation shall be calculated.

8. Federal time sheets (green copied forms) are to be used when the teacher who is absent is paid out of federal funds. This information is on the time and attendance roster.

I. Supplements

Employees approved and assigned to paid supplement positions shall be paid in accordance with Appendix B.

J. Summer Inservice Institute

The following provisions apply to the Summer In-service Institute as funded by the Florida State Legislature:

1. Participation by teachers shall be voluntary.

2. Those teachers who teach Summer School are also eligible to participate in the Summer In-service Institute.

3. Those teachers who complete a minimum of 30 hours of instruction for computer and Alternative Education; or 60 hours for all other courses will be paid at a rate of $10 per hour for each hour of satisfactory attendance. Make-up work will be provided for absences due to unavoidable circumstances.

K. In-service Programs

1. Stipends

A stipend of $8.00 per hour shall be paid to teachers participating in required in-service programs scheduled at times other than regular duty hours except as stipulated in Article VI E 3.

2. Travel Expenses

Teachers who are enrolled in required in-service programs which require the teacher to travel outside Duval County shall receive mileage at the rate of $.20 per mile or the mileage allowance provisions of this contract, whichever, is higher.

3. Reimbursement of Tuition

Tuition costs will be reimbursed to teachers under the following conditions:

a. The course or courses must be approved in advance by the Employer.
b. The teacher successfully completes the course by earning a grade of "C" or better.
c. The teacher submits evidence of satisfactory completion to the professional development staff.

L. Magnet Programs

Lead teachers in Magnet Programs may receive differentiated stipends in accordance with the Magnet Lead Teacher Remuneration Plan under certain circumstances if approved by the School Board up to the maximum indicated in the Supplemental Salary Schedule.

M. JROTC Instructors

Every effort shall be made to employ the number of officers and non-commissioned officer instructors required to conduct a successful program. A minimum of two (2) instructors per school should be hired, i.e., one (1) officer and one (1) non-commissioned officer. (ARMY REGULATION C4, AR145-2).

JROTC Instructors may be employed for twelve (12) months. Ten plus one employment may be recommended by the principal prior to the end of the spring budgeting process. All JROTC instructors shall be assigned a contract that includes at a minimum 300 calendar days inclusive of the beginning contract date and the ending contract date. Leave and holiday provisions will be the same as for other twelve-month certificated personnel.

JROTC instructor's pay shall be determined on school district fiscal year basis as follows:

1. The instructors' monthly pay will be determined by the appropriate branch of the military service as if the instructor was on active duty.

2. The instructors' monthly retirement pay will be determined annually by the appropriate branch of the military (Marines, Air Force, Army, and Navy) and will be deducted from the monthly pay as determined under item 1 above.

3. Half of the difference between items one and two will constitute the School Board's share of the instructors' monthly salary.

4. In the event the combined military and School Board contribution produces a monthly income less than the instructor would earn as a teacher with an equivalent degree and experience, the School Board agrees to contribute an additional sum which would equal this amount. In the event the instructor has not earned a degree, the salary will be calculated as the bachelor's degree level.

The annual salary shall be paid based on the number of months worked plus a salary supplement as assigned.

N. Optional Pay Plan

1. Employees wishing to select the Optional Pay Plan must forward a signed request to the Human Resource Services Division during a mutually agreed upon window enrollment period each fiscal year. Those employees who previously elected the Optional Pay Plan will continue to be paid from it unless specifically canceled in writing during the same window enrollment period.

2. Employee leave time will be calculated on hours or days earned, and not hours or days paid.

3. All funds paid out under the regular or optional pay plans will be paid out by the end of the fiscal year (June 30).

O. Leave Transfer

Employees of a bargaining unit represented by DTU, who transfer to another bargaining unit represented by DTU, will be entitled to transfer one-hundred per cent (100%) of their accumulated sick and/or annual leave, as applicable.

P. Paychecks

1. Employee paychecks shall be handled by an authorized person in a confidential manner and shall be placed in sealed individual envelopes by such authorized person.

2. Paychecks shall not be accessible nor handled by any member of the staff other than the department or division head, principal or immediate supervisor, or the designated secretary or clerk.

3. Employees on an approved leave with pay may designate, in writing, an individual to pick up her/his paycheck at the designated location by notifying the principal or immediate supervisor or designee.

4. Paychecks will be transmitted electronically to employees' bank accounts upon request of the employee.

ARTICLE XIII – EMPLOYEES BENEFITS

A. *Health Insurance*

1. *Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through September 30.*

2. *Any employee on approved leave of absence (without pay) during the final thirty (30) days of the work year shall be deemed as having completed the work year.*

3. *Any employee on approved leave of absence (without pay) shall be covered for a period of 30 days from the beginning date of the leave.*

4. *The Employer shall contribute $250 on behalf of each employee toward the purchase of an option(s) from the fringe-benefit package. The fringe-benefit package shall include options such as health coverage, life, dental, income protection, flexible spending accounts, and optical. The employee shall have the right to purchase further options through payroll deduction or reduction as they are approved by the Employer for inclusion in the fringe-benefit plan.*

5. *DTU shall appoint an equal number of representatives of this unit to the Insurance Committee as other units and the Employer have on the Committee.*

6. *The Employer agrees to provide members of the bargaining unit with the group hospitalization insurance program as approved by the Duval County School Board. State-licensed Birthing Centers and Primary Care Centers shall be included in the qualified facilities.*

B. *Life Insurance*

The Employer agrees to provide employees with basic life insurance coverage consisting of a $10,000 life insurance policy with a $10,000 accidental death and dismemberment insurance rider. Employees shall have the option to purchase, at their cost, supplemental life insurance coverage up to three times their annual salary (unless that amount exceeds the established cap), less the basic insurance amount or a flat $50,000 coverage.

Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through September 30.

An employee on approved leave of absence (without pay) shall have the basic coverage extended for a period of 30 days from the beginning date of the leave.

C. *Insurance for Retired Employees*

The Employer agrees to make available group plans for health insurance (including HMOs as allowed by the terms of the local HMO. plans offered by the Employer) and life insurance for employees retired under any Florida or local Retirement Plan. However, in no case will any insurance provision for retirees be adopted which has any adverse impact upon active employee premiums. The Insurance Committee shall study the costs of expanding group life insurance coverage to retired employees to determine any adverse impact upon active employee premiums.

Employees wishing to participate in this program must apply and submit payment of the first premium no later than the 25th of the month prior to termination of coverage in the active employee group. Employees, who do not apply within this period, may be admitted to the group only upon submission of satisfactory proof of insurability.

The health insurance premium will be the same as the Employer contributes for active employees to age 65. Those who are enrolled and covered under the provisions of Medicare Parts A and B may continue coverage beyond age 65 by paying a premium for Medicare supplement coverage or continue to participate in the active employee plan. A provision for group life insurance for retired employees shall be incorporated into any bid for group life insurance made during the term of this contract.

In the case where two (2) married employees are retired from the School Board, one (1) retiree may carry the spouse as a dependent on the health plan, and that dependent may convert to single coverage under the plan without proof of insurability upon the death of the other, providing that there is no break in coverage. Retirement shall be construed as receiving benefits under any Florida or Local Retirement Plan.

D. *Sick Leave Pool*

1. *Sick Leave Pool Committee*
   A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The membership shall be comprised of 50 percent appointed by D.T.U., and 50 percent by the Employer. During the 1992-93 school year, the Sick Leave Pool Committee shall investigate possible methods of increasing participation.

2. *Sick Leave Pool*
   (a) *Pool Participants must have been employed for a minimum of one (1) full year of service with the Employer and have a minimum of ten (10) days accrued sick leave.*
   (b) *When the requirements set forth in this section and any others established by the committee have been met, the employee shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.*

(c) Each new employee shall contribute one (1) day of earned sick leave during the window entry period between September 1 and September 30. Any employee who contributes one (1) day, within the window period, to the Sick Leave Pool shall have it returned to his account if the bank fails to become operable.

(d) The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.

(e) The Pool shall be regulated by the following minimum requirements:

(1) No participant shall be eligible to use more than one hundred (100) days during the course of any one school year.

(2) No participant shall be eligible to use the Pool until she/he has exhausted all personally- accrued sick, and annual leave.

(3) No participant shall be eligible to use the Pool until he has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay.

(4) The pool shall be applicable only to the injury or illness of the participant.

(5) Participants applying for days from the Sick Leave Pool must file with the committee an application, accompanied by a medical certificate and justification for protracted leave. The committee can request a second medical opinion at the cost of the applicant.

(6) Participants who are proven guilty of abuse of the Pool will repay the days drawn from the Pool and be assessed appropriate penalties.

(7) Any participant withdrawing sick leave from the Pool shall not be required to replace those days except as a regular contributing member.

(8) All participating members shall contribute one (1) day at the window entry period if the Pool balance reaches two hundred fifty (250) days.

(9) In no event will the balance of days assigned to the Pool be below zero (0).

(10) Participants who choose to withdraw from the Pool shall not have their contributed sick leave and/or annual leave days returned.

E. <u>Annual Payment for Accumulated Sick Leave</u>

Employees with three (3) or more years of service with the Employer shall have the option to receive annual payment for accumulated sick leave earned for that year that is unused at the end of the school year based on the daily rate of pay of the employee multiplied by fifty per cent (50%). Days for which such payment is received shall be deducted from the accumulated leave balance. However, at no time shall the accumulated leave balance be less than ten (10) days. Once the employees elected annual payment for accumulated sick leave, they do not qualify for terminal pay for that year.

F. *Personal Property Protection*

1. *A fund, not to exceed $12,000, shall be established for the reimbursement to employees for damage to property worn on the employee's person or in an employee's physical possession, provided such damage results from administration of emergency first aid, assault upon the employee, or from activity involved in the restoration of order, such as cases of riots, student fights, or general disorder by students while on school property or at a school-approved function. Administration of reimbursement from this fund shall be by DTU. For vehicle vandalism on school property, or if the vehicle is stolen, the fund will reimburse one-half (½) the cost of the damage not paid by the insurance company, in an amount not to exceed two hundred dollars ($200.00).*

   Employees processing claims for vandalism to their automobiles must provide a statement from their insurance carriers that such vandalism is not a covered loss, and if covered, must state the amount of the deductible, if any.

   Personal property valued at $100 or more, which is brought to the work site for professional purposes and is damaged or stolen, will be reimbursed at one-half (½) the cost of the damage not paid by the insurance company, in an amount no to exceed $200, provided that the employee has registered the property with the administration when it is brought to the work site.

2. *Any employee seeking reimbursement under the provisions of this policy must file an employee incident report according to guidelines established for this purpose. Failure to file such a report on a timely basis shall disqualify an employee from receiving reimbursement.*

G. *Terminal Pay*

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to personnel at resignation, normal retirement, or to their beneficiaries if services are terminated by death. Terminal pay shall not exceed an amount determined by the daily rate of the employee at resignation, retirement, or death as follows:

1. *Unused Annual Leave (Earned in accordance with Article IX section P (Annual Leave)*

   a. *For Unused Annual Leave accumulated by 12 month persons resigning or retiring before July 1, 2001 – Upon resignation, employees shall be paid a lump-sum payment for any accrued leave up to a maximum amount of sixty (60) workdays in any calendar year. Upon retirement or death, the employee may take and shall be paid a lump-sum payment for any accrued annual leave. In the event of an employee's death, the beneficiar(y)(ies) shall be paid.*

b. For Unused Annual Leave accumulated by 12 month persons employed prior to July 1, 2001 who resign or retire on or after July 1, 2001 –

(1). For persons whose accumulated annual leave is sixty (60) workdays or less as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment of any accrued leave up to a maximum amount of sixty (60) workdays. In the event of an employee's death, the beneficiar(y) (ies) shall be paid.

(2). For persons whose accumulated annual is more than sixty (60) workdays as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays plus any remaining excess over sixty (60) on record as of June 30, 2001. In the event of an employee's death, the beneficiar(y) (ies) shall be paid.

c. For Unused Annual Leave accumulated by 12 month persons employed on or after July 1,2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. In the event of an employee's death, the beneficiar(y) (ies) shall be paid.

2. Terminal pay shall be provided to an employee at termination or retirement or to his beneficiary if service is terminated by death; however, such terminal pay shall not exceed an amount determined as follows:

a. During the first 3 years of service with the Employer, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.

b. During the next 3 years of service with the Employer, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.

c. During the next 3 years of service with the Employer, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.

d. During the next 3 years of service with the Employer, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

e. During and after the 13th year of service with the Employer, the daily rate of pay shall be multiplied by 94% of the number of days accumulated sick leave upon retirement.

f. During and after the 13th year of service with the Employer, the daily rate of pay multiplied by 80 percent of the number of days of accumulated sick leave upon termination.

g. For those former employees rehired and new hires with Florida experience after July 1, 1984, the above listed terminal pay provisions

shall apply only to those sick leave days accumulated after the current date of employment. Any sick leave taken after July 1, 1984, shall be charged first to those days accrued after July 1, 1984.

3. *Payment*

Payment for the resignation, termination, and retirement benefit will be made within 30 calendar days of the effective resignation or retirement date.

H. *PESCO and Financial Institutions*

Services shall be provided to employees requesting payroll deductions in favor of the Educational Community Credit Union, Duval County Teachers Federal Credit Union, PESCO, and the AFL/CIO Credit Union. Consideration of any new payroll deduction shall be conducted through a survey generated by DTU, and distributed through school mail, and shall be given to each employee. Surveys will be returned to DTU through the school mail. A minimum of twenty-five (25) employees must show interest in order to implement a new payroll deduction.

Upon sufficient interest shown as specified in this section, the Board shall provide payroll deduction services to employees for the Florida Prepaid College Program.

I. *School-Sponsored Events*

1. *Each employee shall be admitted, without charge, to any school-sponsored athletic event in which the student body participates. However, this provision shall not apply to state play-off athletic events.*

2. *Each employee shall be admitted, without charge, to any other school-sponsored event in which students of the employee's school participate.*

J. *Use of Employees' Vehicles/Reimbursement*

1. *When an employee's regularly assigned duties require use of a personal automobile in the performance of duties, the employee will be reimbursed for mileage at the maximum amount per mile authorized by the Consolidated City Government of Jacksonville or transportation shall be provided to the job site from the permanent work location.*

2. *Employees in the bargaining unit who have been approved by the Employer to receive mileage shall receive the maximum amount per mile authorized by the Consolidated City Government of Jacksonville.*

3. *Funds expended by an employee to attend an approved conference, function or assignment, shall be reimbursed within a reasonable time after proper documentation is submitted.*

K. *Savings Bonds*

1. *The Employer agrees to include employees in the existing system of payroll deduction through which an employee may purchase United States Savings Bonds.*
2. *The enrollment period shall be announced and posted annually.*
3. *Authorization for Savings Bond deductions may be withdrawn by the employee according to procedures established by the Employer.*
4. *Twelve-month employees and employees who have chosen the optional pay plan may elect to have deductions for Savings Bonds made throughout the entire fiscal year.*

L. *Supplemental Retirement Plan*

The Employer shall fund a Supplemental Retirement Plan, as provided for in Florida Statutes. The Plan will be funded by either purchasing an annuity or by self-funding the plan for selected employees in an amount so that funds will be available to provide the retiree an income equal to the amount of the difference between the retirees income from the Florida Retirement System, or Plan E of the Teacher Retirement System, and the amount the retiree would have received had no penalty been applied for retiring before thirty (30) years creditable service, or age 62. If the Employer has purchased an annuity meeting the requirements stated above, there shall be no future obligation to the retiree. Should the Employer self-fund the plan, the Employer shall enter into a written agreement with each selected employee obligating the Employer to continue funding the plan. The provisions of the Plan shall be those as set forth in the Recommendations of the Supplemental Retirement Plan Committee, which recommendations are incorporated herein by reference, except that the Employer will not be required to grant more than five tenths of a percent (.5%) of the membership of the unit rounded to the next highest whole number, or, an amount not to exceed five hundred thousand dollars ($500,000.00), whichever criteria is met first, and the plan shall include those under Plan E of the Teacher Retirement System.

Past practice not withstanding, unless otherwise negotiated, implementation of this plan is suspended until funds are available.

M. *Employee Assistance and Wellness Program*
E release time with pay shall be granted for an initial referral Employee Assistance and Wellness Program for a period not to exceed one (1) workday.

N. *Telephone Access for Employees*
At least one (1) telephone shall be designated only for employees' use, with some degree of privacy afforded.

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

A. Student Support Professionals

Student support professionals are certificated and/or state licensed personnel who provide specialized services for students. Such personnel include, but are not limited to, speech pathologists, audiologists, social workers, school psychologists, and program representatives and specialists.

B. Non Salary Contract Items

School Psychologists

1. Psychologists whose work year is twelve (12) months shall be established as follows:
   a. Up to 25% of the psychologists shall be on a "shortened calendar" which will be the same calendar established by the Employer for twelve (12) month certified employees, except that these psychologists shall be permitted leave without pay during the Christmas/New Year holidays, and Spring holidays instructional non-workday periods. This leave without pay shall not affect the anniversary date of these psychologists. Priority for working the shortened calendar shall be given by seniority to those whose most recent shortened calendar experience is in the most distant past.
   b. The remainder of the psychologists shall be on a "regular calendar" which shall be the same calendar established by the employer for twelve (12) months certificated employees.

2. Psychologists' Working Conditions
   a. Psychologists will be contracted for ten (10), eleven (11), or twelve (12) months as determined by the Department of Student Services and, whether on a regular or shortened calendar, shall be eligible for paid holidays as established by the Board for the corresponding certificated employees.
   b. Annual leave for twelve (12) month psychologists, whether on a regular or shortened calendar, shall be accrued as established for twelve (12)-months certificated employees in the Rules of the Duval County School Board, Sec. 10-158. Annual leave shall be accrued at the following rates:

      Less than five (5) years of verified creditable service, at the rate of one day per month.
      Five (5) but less than ten (10) years, at the rate of one and one-fourth (1 1/4) days per month.
      Ten (10) or more years, at the rate of one and one-half (1 ½) days per month.

   Psychologists, however, who qualify for the maximum number of annual leave days, shall be granted four (4) additional holiday days between Christmas and New Years. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee.

Total accrued annual leave may not exceed sixty (60) days.

c. The psychologists' workday will be eight (8) hours not including a one-half hour unpaid lunch break.

3. Voluntary Transfer (School Psychologists / Social Workers)
Voluntary transfers may be processed after the special needs of the employer such as balance of staff (which for the term of this contract may mean race, training, experience, expertise, contract length, and satisfactory evaluations) are met. The following guidelines apply:

a. A list of known vacancies will be available (posted) at each regional office and the District Office.
b. Employees are eligible for voluntary transfer after two years of full time service.
c. Employees who wish to apply for transfer must submit a written request to the Human Resource Services Department on or before March 1 annually. Applications will be kept on file for one calendar year.
d. An employee requesting a transfer shall list his/her site preferences in priority order.
e. When more than one applicant meets the criteria as specified above, seniority (as defined elsewhere in the contract) shall be the determining factor. If all factors are equal, then the request received first will have priority.
f. An employee may amend his/her request for transfer by the close of the business day two calendar weeks following the posting date. The date that the application is amended will become the new date of application.
g. The employee may rescind his/her request by the end of the third business day from the day that the position was offered if s/he decides not to take the position offered.
h. Transfers generally occur at the beginning of the following contract year. However, a mid contract transfer may occur at any time by agreement between the appropriate General Director and Regional Superintendent.
i. The Human Resource Services Department shall notify employees who do not receive voluntary transfers. The reason for rejection will be given in writing upon request of the applicant.
j. Following an administrative transfer, the employee may request a voluntary transfer at the end of that year as specified elsewhere in this Agreement.
k. All voluntary transfers of regionally based staff shall be subject to the approval of the receiving Regional Superintendent and/or appropriate General Director.

Instructional Specialists

1. Instructional Specialists, who qualify for the maximum number of annual leave days, shall be granted four (4) additional holiday days between Christmas and New Years. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee.

Speech-Language Pathologists

1. Transfers

   a. Transfers in this document shall be defined as relocation to itinerant and/or full time positions in specific schoolwork sites.

   b. To be eligible for a yearly transfer, the designated form must be submitted to the Speech-Language Program Coordinator or Specialist on or before March 15. No transfer will be considered unless a current application is on file. Speech-Language Pathologists transfer applications must be submitted annually.

   c. The transfer application will include a request for up to four (4) schools in order of preference or a selection of one of five (5) organizational regions.

   d. A list of full-time and itinerant vacancies and vacancies for all Speech and Language Impaired Programs will be available via mass mailings in October, March and May or a current vacancy list will be reported in the monthly Speech/Language Shared Decision Making Minutes. For all Speech-Language Pathologists who submitted a transfer form, updated vacancy lists will be posted in June and July by the Speech-Language Coordinator or Specialist.

   e. Speech-Language Pathologist assignments made after teachers report to work will be considered vacant for the next school year. Part-time hourly positions will be considered vacant.

   f. Amendments may be made to the initial transfer request. The final amendment is due July 1.

   g. Assignments will be made at least two (2) weeks prior to the first pre-planning day for teachers.

   h. Voluntary transfers will be considered up until one week prior to the first day for teachers.

   i. Assignments/transfers made to vacant positions will be based on seniority, (as defined in the teacher contract). In case of a tie, the transfer request received first will receive priority. Those assignments requiring specialized skills or qualifications will be subject to the approval of the principal and/or the Supervisor of Instructional Program Support.

   j. Full-time positions shall be subject to the approval of the receiving principal. The Speech-Language Coordinator or Specialist will provide receiving principals a list of applicants in order of seniority. Applicants will be interviewed for positions as defined in the teacher contract.

2. Working Conditions

Data collection for Medicaid fee-for-service reimbursement will not be required.

C. Salary Issues

1. Psychologists

Psychologists hired by the Employer, with no prior years of experience as a school psychologist, teacher, or prior years of military service shall be placed on Step 1 of the salary schedule effective July 1, 1990. Credit for combined years of prior experience as a school psychologist, teacher, and active military service experience shall be allowed at a rate of one (1) year for each twelve (12) months of continuous service up to a maximum of eight (8) years, as per credit requirements in Salary guidelines.

Retroactive to the 2000 – 2001 school year, for new school psychologists, credit for combined years of prior experience as a school psychologist, teacher, and active military service experience shall be allowed at a rate of one (1) year for each twelve (12) months of continuous service up to a maximum of fifteen (15) years, as per credit requirements in Salary guidelines.

Psychologists with a Specialist Degree or Doctorate shall move to the same step on the Specialist or Doctorate column.

2. Speech/Language Pathologists

Speech/language pathologists hired by the Employer, with no prior years of experience as a teacher, school speech/language pathologist, military experience or clinical experience shall be placed on step 1 of the salary schedule.

Credit for employment as a speech/language pathologist in a public school system shall be allowed up to the maximum number of levels on the teacher's salary schedule.

Credit for clinical experience shall be allowed at a rate of one (1) year for each twelve months continuous service up to a maximum of ten (10) years. Clinical experience shall be defined as full-time employment as a speech/language pathologist in a clinical setting, working under professional licensure from the Department of Professional Regulation (or from another State Licensure Bureau). Credit for combined years of prior experience as a speech/language pathologist in a clinical setting and military experience shall be limited to a maximum of ten (10) years, as per credit requirements in the Salary Guidelines.

3. Specialists

Persons on the teacher salary schedule moving to the specialist salary schedule shall be placed as follows:

a. The person shall be advanced one step in the same grade on the teacher salary schedule.
b. This step dollar equivalent shall be multiplied by a factor of 1.1.

c. The person shall be assigned a step on the specialist salary schedule closest to but not less than the computation in step b.

Teacher experience and other experience approved for credit on the teacher salary schedule shall be used in step placement calculation. An annual supplement of $300 shall be paid for a specialist's degree and an annual supplement of $1000 shall be paid for a doctorate degree.

4. Audiologists
Audiologists hired by the Employer, may be given credit on the teacher salary schedule for professional audiology experience done under professional licensure. Credit for combined years of prior experience as a teacher, military experience or professional audiology, experience shall be allowed at a rate of one (1) year for each of the twelve (12) months continuous service up to a maximum of ten (10) years, as per credit requirements in the Salary Guidelines.

5. Social Workers
Social Workers hired by the Employer, may be given credit on the teacher salary schedule for professional social work experience done under professional licensure. Credit for combined years of prior experience as a teacher, military experience or professional social work, experience shall be allowed at a rate of one (1) year for each of the twelve (12) months continuous service up to a maximum of ten (10) years, as per credit requirements in the Salary Guidelines.

ARTICLE XV - CONFORMITY TO LAW/AGREEMENT

A. *Conformity to Law*

Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction then such provisions shall be replaced by a provision agreed upon by the Employer and D.T.U. and made a part hereof as an appropriate amendment to this contract. All other provisions of the Agreement shall remain in full force and effect for the duration of this Agreement.

B. *No-Strike Clause*

The DTU and its members agree that, during the life of this Agreement, they shall not enter into a strike, as defined in Florida Statutes 447.203.

C. *Agreement*

This Agreement is effective July 1, 2002, through June 30, 2005, between the Duval County School Board and Duval Teachers United.

SIGNATURE PAGE

AGREEMENT to the 2002-2005 Bargaining Agreement between Duval Teachers United and Duval County School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2002.

For the DTU Negotiating Team

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Mirta Martinez
Chief Negotiator

DUVAL TEACHERS UNITED

_____

Terrie Brady
President

For the School Board Negotiating Team

_____
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Vicki Reynolds
Chief Negotiator

DUVAL COUNTY SCHOOL BOARD

_____

Jimmie Johnson
Chairman

ATTEST

_____

John C. Fryer, Jr.
Superintendent of Schools
Ex Officio Secretary to the Duval County

Form Approved:

_____

APPENDIX A - SALARY SCHEDULES

SCHEDULE TA

DEGREE	Bachelors		Masters		Specialist		Doctors	
PS GROUP	01		02		03		04	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	30,000	20.88148	31,150	21.68194	32,566	22.66754	33,825	23.54387
02	30,370	21.13902	31,595	21.99168	32,931	22.92160	34,269	23.85292
03	30,816	21.44945	32,040	22.30142	33,377	23.23204	34,714	24.16266
04	31,185	21.70630	32,566	22.66754	33,711	23.46452	35,048	24.39514
05	31,531	21.94713	32,730	22.78170	34,045	23.69700	35,382	24.62762
06	31,931	22.22555	33,175	23.09144	34,491	24.00744	35,822	24.93388
07	32,540	22.64945	33,600	23.38726	34,936	24.31718	36,268	25.24432
08	33,043	22.99956	34,269	23.85292	35,579	24.76474	36,942	25.71346
09	33,489	23.31000	34,714	24.16266	36,071	25.10720	37,387	26.02320
10	34,157	23.77496	35,382	24.62762	36,718	25.55754	38,500	26.79790
11	34,799	24.22182	36,025	25.07518	37,472	26.08236	39,365	27.39998
12	35,722	24.86428	36,783	25.60278	38,162	26.56264	40,283	28.03896
13	36,136	25.15244	37,361	26.00510	39,477	27.47794	41,147	28.64034
14	36,783	25.60278	37,918	26.39280	40,479	28.17538	41,816	29.10600
15	37,583	26.15962	38,809	27.01298	41,259	28.71830	42,596	29.64892
16	38,363	26.70254	39,275	27.33734	41,594	28.95148	42,930	29.88140
17	38,862	27.04987	39,763	27.67701	42,144	29.33430	43,491	30.27188
18	40,626	28.27770	42,058	29.27444	44,398	30.90320	45,649	31.77396
19	42,966	29.90646	45,858	31.91943	47,163	32.82777	48,803	33.96930
20	45,364	31.57558	48,260	33.59134	49,708	34.59922	51,489	35.83888
21	47,274	32.90504	50,058	34.84284	51,394	35.77276	53,288	37.09108
22	48,451	33.72429	51,283	35.69550	52,619	36.62542	54,512	37.94304
23	51,644	35.94677	54,484	37.92355	55,797	38.83746	57,648	40.12585

Placement shall be in accordance with Teacher Salary Schedule Definitions and Placement Procedures.

Step movement - A teacher who worked one day more than half the previous school year in his/her position shall advance one step on the 2002/2003 teacher salary schedule.

Teachers who demonstrate outstanding performance shall have the opportunity to earn a 5% supplement in addition to their base salaries.

Salary schedule effective July 1, 2002.

SCHEDULE TP

Degree	Masters			Specialist			Doctors		
PS Group	01			02			03		
PS Level	12 Months	10 Months	Hourly	12 Months	10 Months	Hourly	12 Months	10 Months	Hourly
01	45,448	31,271	21.76628	46,948	32,303	22.48467	48,448	33,335	23.20307
02	46,148	31,753	22.10153	47,648	32,785	22.81992	49,148	33,817	23.53831
03	46,873	32,252	22.44875	48,373	33,284	23.16715	49,873	34,316	23.88554
04	47,594	32,748	22.79406	49,094	33,780	23.51245	50,594	34,812	24.23084
05	48,513	33,380	23.23420	50,013	34,412	23.95259	51,513	35,444	24.67098
06	49,401	33,991	23.65948	50,901	35,023	24.37787	52,401	36,055	25.09626
07	50,277	34,594	24.07902	51,777	35,626	24.79741	53,277	36,658	25.51580
08	51,152	35,196	24.49808	52,652	36,228	25.21648	54,152	37,260	25.93487
09	52,248	35,950	25.02299	53,748	36,982	25.74138	55,248	38,014	26.45977
10	53,344	36,704	25.54789	54,844	37,736	26.26628	56,344	38,768	26.98467
11	54,440	37,458	26.07280	55,940	38,490	26.79119	57,440	39,522	27.50958
12	55,536	38,212	26.59770	57,036	39,244	27.31609	58,536	40,277	28.03448
13	56,632	38,967	27.12261	58,132	39,999	27.84100	59,632	41,031	28.55939
14	57,728	39,721	27.64751	59,228	40,753	28.36590	60,728	41,785	29.08429
15	58,928	40,546	28.22222	60,428	41,578	28.94061	61,928	42,610	29.65900
16	60,163	41,396	28.81370	61,663	42,428	29.53209	63,163	43,460	30.25048
17	61,468	42,294	29.43870	62,968	43,326	30.15709	64,468	44,358	30.87548
18	62,818	43,223	30.08525	64,318	44,255	30.80364	65,818	45,287	31.52203
19	64,368	44,289	30.82759	65,868	45,321	31.54598	67,368	46,354	32.26437

A psychologist who worked one day more than half the previous school year in his/her position shall advance one step on the 2002/2003 psychologist salary schedule.

Salary schedule effective July 1, 2002

Optional 10 months calendar/196 days for selected employees

DUVAL COUNTY PUBLIC SCHOOLS

2002/2003

SPECIALIST, INSTRUCTIONAL SUPPORT

12 MONTHS/261 DAYS/8 HOURS

PAY SCALE TYPE AB

PS Group	01	
PS Level	Annual	Hourly
1	31,787	15.22366
2	32,854	15.73467
3	33,921	16.24569
4	35,094	16.80747
5	36,268	17.36973
6	37,441	17.93151
7	38,615	18.49377
8	40,108	19.20881
9	41,602	19.92433
10	43,095	20.63937
11	44,589	21.35489
12	46,082	22.06992
13	47,576	22.78544
14	49,069	23.50048
15	51,523	24.67577
16	54,403	26.05508
17	56,537	27.07711
18	58,564	28.04789
19	62,130	29.75575

A specialist who worked one day more than half the previous school year in his her Position shall advance one step on the 2002/2003 salary schedule.

Degree Supplement Specialist degree - $300.00 Doctor's degree - $1,000

Salary schedule effective July 1, 2002

DUVAL COUNTY PUBLIC SCHOOLS

2002/2003

SPECIALIST, ADMINISTRATIVE SUPPORT

12 MONTHS/261 DAYS/8 HOURS

PAY SCALE TYPE AC

PS Group	01	
PS Level	Annual	Hourly
1	31,621	15.14416
2	31,948	15.30077
3	33,039	15.82328
4	34,129	16.34531
5	35,546	17.02395
6	37,074	17.75575
7	38,709	18.53879
8	40,126	19.21743
9	41,653	19.94875
10	43,180	20.68008
11	44,597	21.35872
12	46,015	22.03784
13	47,432	22.71648
14	49,068	23.50000
15	51,576	24.70115
16	54,520	26.11111
17	56,592	27.10345
18	58,336	27.93870
19	60,081	28.77443

No step movement

Degree Supplement Specialist degree - $300.00 Doctor's degree - $1,000

Salary Effective July 1, 2002

APPENDIX B - SALARY-SUPPLEMENT SCHEDULE

1. ATHLETICS

a. ATHLETIC DIRECTOR (full-time)

MIDDLE	$3,000	HIGH	$4,975

In addition to the supplement stated in subsection A. above, an Athletic Director may receive one full Head Coach supplement, **or** one full Assistant Coach supplement.

b.

HEAD COACH		MIDDLE		HIGH
Baseball		$1,800		$2,400
	JV	$ -0-		$1,800
Basketball	8th Grade	$1,975	Varsity	$3,000
	7th Grade	$1,825	JV	$2,350
Cheerleader		$1,800		$2,400
			JV	$2,400
Cross Country		$ -0-		$1,225
Football*		$3,000	Varsity	$4,475
		$ -0-	JV	$2,350

(* 85% of the supplement shall be paid at the end of the regular season and 15% shall be paid at the end of Spring Practice.)

Girls Flag Football Head	$1,200
Girls Flag Football Assistant	$ 700
Girls Flag Football JV Head	$ 900
Girls Flag Football JV Assistant	$ 700

Girls Weight Training Head			$1,200
Girls Weight Training Assistant			$ 700
Golf		$ -0-	$1,225
Soccer		$1,800	$2,400
	JV	$ -0-	$1,800
Softball		$1,800	$2,400
	JV	$ -0-	$1,800
Girls Slow Pitch Softball Head			$1,200
Girls Slow Pitch Softball Assistant			$ 700
Girls Rhythmic Gymnastics (split 2 co coaches)			$2,400
Swimming		$1,775	$2,400
Tennis		$ -0-	$1,225
Track		$1,800	$2,400
Volleyball Head		$1,800	$2,400
Volley Ball JV Head			$1,800
Wrestling		$ -0-	$2,400
Bowling Head			$1,200
Bowling JV Head			$ 700

c. ASSISTANT COACH

Baseball	$ 725	$1,450
Baseball JV Assistant		$1,225
Basketball	$ 800	$1,600
Cheerleader	$ 725	$ -0-
Football*	$1,500	$2,250

(* 85% of the supplement shall be paid at the end of the regular season and 15% shall be paid at the end of Spring Practice.)

Soccer	$ 725	$1,450
Softball	$ 725	$1,450

Softball JV Assistant		$1,225
Swimming	$ 725	$1,450
Track	$ 725	$1,450
Volleyball	$ 725	$1,450
Wrestling	$ -0-	$1,450
Cross Country		$ 725
Tennis		$ 725
Golf		$ 725

d. COORDINATOR CO-EDUCATIONAL ACTIVITIES

Middle/High School $2,075

e. COORDINATOR CO-EDUCATIONAL ACTIVITIES PLUS*

(*Coordinator co-educational activates who receives two or more supplements)

Middle/High School Head Coach	$1,200
Middle/High School Assistant Coach	$ 575

f. INTRAMURALS

Middle/High School	$1,500
Intramural Coach (Academy of Technology)	$1,300

g. Teacher Athletic Trainer/High School $2,800

2.

ACADEMIC	MIDDLE	HIGH
Band Director	$3,000	$4,475
Assistant Band Director	$1,350	$1,675
Choral	$1,800	$2,400
Dance Team	$1,100	$1,425
Dramatics	$1,100	$1,100
Forensics	$1,100	$1,100
Newspaper	$1,100	$1,100
Orchestra	$1,050	$1,350
Yearbook	$1,100	$1,100
Academic Head Coach	$1,975	$3,000
Assistant Academic Coach	$ 800	$1,600
Co-Academic Coach	$1,375	$2,300
6th Sense (6th Grade)	$ 550	
Exceptional Child Specialist (10 and 12 month)		$ 850
VICA Advisor		$1,300
Assistant VICA Advisor		$1,100
USI Advocate		$ 500 (To be paid in quarterly installments.)
USI Team Leader		$4,000 (To be paid in quarterly installments.)
Elementary Remediation Tutor		$12 / hour

OTHER

Magnet Lead Teacher	$2,500
School Technology Contact	
Fall FTE > 1100	$2,000
800 < Fall FTE < 1099	$1,500
Fall FTE < 800	$1,000
Test Coordinator	$1,000
Available in schools of fall FTE of 0-500	
Patrol (Middle and Elementary only)	$ 525
Professional Development Facilitator-1st yr	$ 500

Professional Development Facilitator-2nd yr	$1,075
R.O.T.C. - Officer In Charge	$3,900
Other Personnel	$3,900
National Board Certification	$2,500

SUPPLEMENT REGULATIONS

The following explanations and regulations are to be included in the Supplement Table:

1. An annual recommendation by the Superintendent and approval by School Board is necessary for assignment of additional or special duties to teachers which supplement is paid. The assignments listed are to be recommended annually by the principal to the Superintendent.
2. Coaches and assistant coaches may receive compensation for an unlimited number of supplements as long as the activities for which they receive supplements shall not have overlapping seasons. Overlapping seasons shall mean the schedules of competition overlap.
3. Head coaches and assistant coaches who also are assigned full JV coaching responsibilities shall receive an additional $600.
4. Coaches may not receive an additional remuneration from revenues of athletic contests or other school activities except when employed as a referee, umpire, or an official by agencies other than the school unit in which they are employed. This policy does not preclude the incidental employment of a coach, other than an athletic director, in game management activities for which he or she does not receive a supplement.
5. Any coach who draws two or more athletic supplements, or a total of $2,573 must coach and be available for assignment by the athletic director to coaching or intramural program duties during the period of time covered by his assignment. Where after school supervisory duties must be provided in a school, the assignments will be rotated and made in a fair, equitable, and reasonable manner.
6 Athletic personnel are to be assigned a regular teaching load by the principal of the school. If the combination Athletic Director/Head Coach elects to have his regular teaching load reduced by one period daily, then the Athletic Director supplement will be reduced by $550.
7. The intramural supplement and assignment may be divided into thirds, and any one coach may receive this supplement for one-third, two-thirds, or the entire school year.
8. Whenever schedules authorize practice or other activities prior to the start of the school year for teachers, worker's compensation coverage shall be applicable to those employees supervising the activities.
9. When a season is not completed, the coach will be paid on a pro-rated basis, based on the portion of the season completed.
10. Teachers shall not be required to organize and/or attend any contest, and/or exhibit, etc., of student work outside of school hours. Where teachers volunteer for such work, and with prior approval of the principal or appropriate district supervisor, expenses incurred (mileage, supplies, etc.) in organizing, participating, or attending any contest, and/or exhibit, shall be reimbursed.
11. The School Patrol Supplement shall be limited to two (2) persons and shall not be subdivided

APPENDIX C-1 OUTSTANDING TEACHER PERFORMANCE PAY

DUVAL COUNTY PUBLIC SCHOOLS OUTSTANDING TEACHER PERFORMANCE PAY DESIGNATION CRITERIA

- Implementation of the Outstanding Teacher Performance Pay Plan will continue as long as Florida Statute requires it.
- Only full-time teachers may apply for Performance Pay.
- Only teachers who apply for Performance Pay by October 31 will be eligible to qualify.
- **Teachers MUST CORRECTLY complete and submit a portfolio documenting their qualifying criteria for Performance Pay to the Principal by April. The teacher must have the checklist in the Professional Development office by May. Exact dates to be determined on an annual basis. No portfolios will be accepted after that date. Portfolios may only be submitted once.**

A: MINIMUM REQUIREMENTS FOR THE OUTSTANDING TEACHER DESIGNATION: (THE TEACHER MUST POSSESS ALL OF THE FOLLOWING MINIMUM REQUIREMENTS IN ORDER TO BE ELIGIBLE FOR PERFORMANCE PAY.)

School scores MUST meet the state definition of student learning gains.

Teachers MUST achieve 100% of the competency indicators on the Teacher Assessment System for an outstanding evaluation rating.

- Teachers MUST possess a current Florida Professional Educators Certificate or Duval County Vocational Certification.
- Teachers MUST achieve 100% of their Individual Professional Development goals.
- Teachers MUST be placed at their work site by October 1, 2002.
- Teachers MUST have a minimum of three years of consecutive teaching experience in Duval County Public Schools with three consecutive satisfactory performance ratings on all competencies prior to application for the outstanding teacher performance pay designation.

AND

B: Teachers must qualify in at least two of the following areas for consideration. (Teachers qualifying in more than two areas will receive priority consideration.)

- ESOL Certification (300 hours)
- Advanced degree in Education (excluding Ed Leadership)
- Teaching in a critical shortage area as defined by current need (ESE, Foreign Language, Technology, Math, Science, Industrial Arts)
- Teaching in-field
- NBPTS certification
- Successful completion of at least one 3 hour graduate level college course or 60 hours of master plan points within the **current** school year

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AND

C: Teachers must qualify in at least two of the following: (Teachers qualifying in more than two areas will receive priority consideration.) These requirements must be achieved by the end of the same school year as the award.

- Actively serves on school wide shared governance team (minimal 80% attendance at meeting required)
- Voluntarily conducts school wide, district wide, or parent workshops (Minimum of 4 hours total presentation time)
- Serves as a voluntary mentor for a teacher
- Works in a school that received a grade of "D" or "F"
- Active uncompensated club sponsors (See guidelines)
- Consistently utilizes community resources in the classroom
- Teaches at a C.O.R.E. school and meets the end of year requirements
- Yearlong tutoring of students outside the student day and without compensation

Note: Cash Award Equals 5% of Base Salary

APPENDIX C - 2 ALTERNATIVE SCHOOLS

All teachers (classroom teachers and counselors) in alternative schools shall be eligible for a supplement based on the following factors:

1. The teacher must have a satisfactory performance rating for the school year of the award.

2. The teacher must participate satisfactorily in the counseling program of the school.

3. The amount of the supplement shall be determined by criteria based on:
   a. The school recidivism rate,
   b. Renewal of contract and assignment and acceptance thereof,
   c. Student counseling participation, and
   d. Student performance based on pre and post assessments corrected by attendance rates within the class.

Assessment methods for determining student performance (3d) shall be identified and reported to the bargaining teams by January 1, 2000.

SUPPLEMENT DETERMINATION

Point Values

Point Value Ranges

Criteria	MIN		MAX
a. The school recidivism rate,	.33	-	.50
b. Renewal of contract and assignment and acceptance thereof,	.00	OR	.30
c. Student counseling participation, and	.04	-	.04
d. Student performance based on pre and post assessments	.63	-	1.66
TOTAL	**1.00**	**-**	**2.50**

Base Supplement = $1,000

Supplement = Base Supplement X Total Points

APPENDIX D - OPTIONAL PAY PLANS

It is agreed that the method of payment for employees effective July 1, 1999 will be as follows:

TEACHERS
Regular Pay –10 month teachers on the regular pay plan will be paid in 22 equal installments. Health benefits will be deducted over 20 checks and miscellaneous deductions over 22 checks.
12-month teachers on the regular pay plan will be paid in 26 equal installments. Health benefits will be deducted over 22 checks and miscellaneous deductions over 26 checks.

Optional Pay – Teachers on the optional pay plan will be paid in 26 equal installments. Health benefits will be deducted over 22 checks and miscellaneous deductions over 26 checks.

PARAPROFESSIONALS
Regular Pay – Paraprofessionals on the regular pay plan will be paid in 22 equal installments. Health benefits will be deducted over 20 checks and miscellaneous deductions over 22 checks.

Optional Pay – Paraprofessionals on the optional pay plan will be paid in 25 equal installments. Health benefits will be deducted over 22 checks and miscellaneous deductions over 25 checks.

UOPD (Clerical)
11-MONTH EMPLOYEES
Regular Pay – 11 month employees on the regular pay plan will be paid in 24 equal installments. Health benefits will be deducted over 22 checks and miscellaneous deductions over 24 checks.

Optional Pay – 11 month employees on the optional pay plan will be paid in 26 equal installments. Health benefits will be deducted over 22 checks and miscellaneous deductions over 26 checks.

10-MONTH EMPLOYEES
Regular Pay – 10 month employees on the regular pay plan will be paid in 22 equal installments. Health benefits will be deducted over 20 checks and miscellaneous deductions over 22 checks.

Optional Pay – 10 month employees on the optional pay plan will be paid in 24 equal installments. Health benefits will be deducted over 22 checks and miscellaneous over 24 checks.

The first pay date of the school year for all employees may have to be adjusted in order to ensure that employees have worked the amount of days that the first check represents. In this situation, the pay date would be moved from Friday to an appropriate day during the following week. The next pay date would be on the regular scheduled Friday.

APPENDIX E - SUSPENSION WITHOUT PAY

BASED ON A MEMORANDUM OF UNDERSTANDING

A memorandum of understanding, dated the 26th day of August 1998, to which both parties agreed, intended to memorialize the agreement of the parties implementing the Suspension of Employees Without Pay clause of the 1997-98 Amendment to the Agreement with the DTU for Teachers, Article V, Section D.-7. The procedures outlined in the attachment were implemented on August 3, 1998. It is understood by the parties that paragraphs A, B, C, and D apply to teachers under the Duval Teacher Tenure Act and paragraph E applies to all others.

Pursuant to Article V, D.-7.of the Master Contract as amended for 1997-98, a committee composed of the Assistant General Counsel, General Director, Human Resources, a Regional Superintendent, General Counsel for the DTU, and two representatives for the DTU recommends the following procedure to implement, "Employees may be suspended without pay" and "...reduce the number of employees assigned to the disciplinary center."

A. An employee tenured pursuant to the Duval County Teacher Tenure Act, Laws of Florida, Chapter 21197 (1941) as amended, ("Act") may be suspended without pay by the Superintendent of Schools upon action taken by the Duval County School Board ("Board") when:
   1. That employee has been convicted of any felony while an employee of the Board; (The term "convicted" shall have the same meaning as it does in Section 5.2 of the Act); and/or

   2. That employee has been indicted by a grand jury duly constituted under the laws of the State of Florida or the United States of America for any felony, and/or

   3. That employee has been formally charged by a proper prosecuting attorney with any felony; and/or

   4. The Board or its Administration has caused a Petition, Complaint, or similarly denominated action for dismissal of a tenured employee under the Act to be prepared, filed with the Division of Administrative Hearings and served on the employee in a manner prescribed by the Statutes and the Florida Administrative Code.

B. Any suspension without pay pursuant to A. 1, 2, or 3 above shall automatically terminate on the 30th calendar day following the imposition of said suspension unless the employee is incarcerated, or the board or its Administration implements A. 4 above.

C. If the charge(s) of A. 2, 3, or 4 are not sustained by a court of competent jurisdiction or a hearing officer / Administrative Law Judge, the employee shall be immediately reinstated and the employee's back salary shall be paid from the date of suspension until the date of reinstatement.

D. Should the Board ratify, confirm, continue or otherwise support the decision of the Superintendent of Schools, any and all continued suspension(s) without pay shall be subject to and controlled by the terms of paragraphs B and C above.

E. Any employee not tenured under the Act may be suspended without pay pursuant to the procedure and conditions in Florida Statutes.

F. Reduction in numbers of employees assigned to the disciplinary center.
The committee recommends that both parties consciously seek to reach agreement for the imposition of discipline in those cases where suspension or termination is not appropriate. The committee recommends that the parties utilize the concept of progressive discipline. The committee believes that many "disciplinary" employees could be expeditiously returned to the classroom if the parties would consider, propose, promote, and agree to the imposition of discipline as a resolution of the interests of the Duval County School Board. It must be considered that this procedure would not affect the responsibilities of the Duval County School Board to report cases to Professional Practices Services, Department of Education, State of Florida, and would not affect any action which may be taken by the agency.

APPENDIX F - GOVERNANCE/SHARED DECISION MAKING

WAIVER REQUEST
DUVAL TEACHERS UNITED
DUVAL COUNTY SCHOOL BOARD
MASTER CONTRACT:

General Instructions: Before ANY provision of the Master Contract can be waived, or not implemented, a formal process must be completed by BOTH Duval Teachers United and the Duval County School Board representative.

1. First, the school requesting a waiver MUST use an approved Shared Decision Making process.
2. Second, complete this form and attach a copy of the minutes of the meeting in which the waiver was approved by consensus and attach sufficient documentation of consensus.
3. Third, the Building Representative and the Principal (supervisor) BOTH must sign a written request, verifying that the request is the result of Shared Decision Making.
4. Fourth, submit written request with attachments to the Regional Superintendent and the Contract Waiver and Oversight Committee.

Should the Contract Waiver and Oversight Committee approve the request, the waiver MUST be approved by the Superintendent's Task Force on Waivers and the Board of Directors of DTU.

A request for waiver must be started with enough time for all three entities to process the request.

WAIVER REQUEST
DUVAL TEACHERS UNITED
DUVAL COUNTY SCHOOL BOARD
MASTER CONTRACT:

Name and number of work location: _____ Date of request: _____

Contract Language to be waived: _____

Reason for Request: _____

_____

_____

Date approved by school shared decision-making authority: _____

Work Site Administrator DTU Building Representative

Date:_____ Date: _____

REGIONAL SUPERINTENDENT
Recommended: Not Recommended: Signed: _____
Date: _____

CONTRACT WAIVER AND OVERSIGHT COMMITTEE (HUMAN RESOURCES)
Recommended: Not Recommended: Signed: _____
Date: _____

DTU Board of Directors
Approved: Not Approved: Signed: _____
Date: _____

SUPERINTENDENT'S TASK FORCE (CHIEF OF STAFF)
Approved: Not Approved: Signed: _____
Date: _____

APPENDIX F - GOVERNANCE/SHARED DECISION MAKING (CONTD)

Shared Decision Making Checklist

School Name:_____School Number: _____

Submit Checklist each year by November 1 to the DTU and the district designee. Please initial each area below as an indication of compliance.

PRINCIPAL	DTU REP	CHECKLIST
		1. All employee groups are represented on the Shared Governance committee.
		2 Committee members are selected democratically.
		3. The school site staff is given budgetary authority to participate in the decisions made concerning allocation of finances, personnel, and other resources at the school site.
		4. Shared Governance meetings are scheduled on a regular basis.
		5. Shared Governance meetings employ an "Open Door" policy.
		6. Meeting agenda items are posted prior to the Shared Governance meetings.
		7. All committee proposals and decisions are communicated to the employee groups.
		8. There are established procedures for staff input in the decision making process.
		9. Freedom of expression is fostered at the school site.
		10. There is an agreed upon definition of consensus.
		11. Staff decisions are reached through consensus.
		12. A Placement Review Committee has been established.

Principal's Signature / Date _____

DTU Representative's Signature / Date_____

APPENDIX G - DISRUPTIVE STUDENTS

Article V, Sections H and I of this Agreement allows for the temporary removal of a disruptive student from class if the behavior of the student is contrary to the established rules of conduct and/or the Code of Student Conduct. Sections A and B relate to these situations.

A. Code of Student Conduct Infractions

1. The principal, or designee shall follow the Code of Student Conduct on all disciplinary matters.

2. Only those disciplinary problems which disrupt a teacher's instruction, when the teacher requests the student's permanent removal from class, shall be referred to the Placement Review Committee, if the request is not resolved by the principal.

B. Disruptive Students

1. Any teacher may recommend in writing to the principal the exclusion of a student from a specific class when that student's behavior causes serious disruptions in the classroom. Examples of offenses for which a student may be excluded from class are: fighting, assaulting staff or other students, threats of violence, refusing to obey the teacher, inciting others to violence or disobedience, vandalism, use of profane or obscene gestures and/or language, and possession of weapons of any type.

2. The principal or designee shall investigate the facts surrounding the offense(s) by the student which resulted in the teacher's recommendation for exclusion from class.

3. When the teacher's recommendation is made in writing, the principal will inform the teacher in writing of the results of the investigation and the action taken.

4. When a student who has been charged or convicted of violent crimes, or who has a history of violent behavior, is scheduled into a teacher's class, and the principal is aware of such charge or conviction, that teacher shall be confidentially informed of the student's past records and discipline pursuant to the provisions of F.S. 39.037.

Florida Statutes provide for the right of the teacher to refuse to accept a student back to class who has been removed for disruptive behavior which adversely affects the teacher's ability to communicate effectively with students. Sections C through H relate to these situations.

C. Exclusion from Class by a Teacher

1. A teacher who has removed a student from class may request that the student not be returned to class under the following conditions:

a. The student's behavior is so unruly, disruptive or abusive that it seriously affects the teacher-student communication or the student's classmates ability to learn.

b. The student has been documented by the teacher for repeated interference with the teacher's ability to communicate effectively with students, or the ability of the students to learn.

The following documentation should support the teacher's decision under 1 b. above:

- a teacher-student conference;
- a parent conference or evidence of a valid attempt to reach a parent, including both phone calls and a letter, delivered by hand or mail, to the home; and
- at least three (3) previously written referrals to school-site administration for behavior which interferes with instruction during the current school year.

2. A written referral or explanation to site administration must be provided by the teacher upon the removal of the student from class.

a. The principal must provide an alternative placement for the student until a final decision has been reached by the Placement Review Committee if the request is not resolved by the principal.

b. The principal has the authority to maintain class balances.

D. Establishment of a Placement Review Committee to Determine Appropriate Placement of a Student When a Teacher has Withheld Consent of a Student's Return to the Teacher's Class.

1. The committee shall consist of at least:

a. two (2) teachers elected by members of the teacher bargaining unit;

b. two (2) teacher alternates elected by members of the teacher bargaining unit.

c. one (1) staff member appointed by the principal;

d. one (1) staff alternate appointed by the principal.

If a school chooses to have a larger committee, the ratio of committee members must be 2:1 elected teachers to staff members appointed by the principal.

The Shared Governance Committee shall oversee the election of committee members. The principal and the referring teacher shall have a right to make a presentation to the committee but shall not serve on the committee.

2. The Placement Review Committee shall only have authority to decide whether or not to return the student to the referring teacher's classroom. Should the Placement Review Committee decide that the student should not be returned to the referring teacher's classroom, the final determination of the student's placement shall be the responsibility of the principal. The Placement Review Committee shall not have authority to place the student in an alternative school or program, another school or to impose any other additional disciplinary sanctions upon the student. The Placement Review Committee shall return the student to the referring teacher's classroom if that placement is the best and only available option for the student.

E. Time Frames and Parent Notification
   1. A teacher who requests a permanent exclusion of a student from class must notify the principal by the beginning of the next school day.
   2. If the request is not resolved between the principal and the referring teacher, a time limit of five (5) days from the removal of the student from class is set for the Placement Review Committee to render a decision on the placement of the student.
   3. Every effort must be made by the school administration to notify the parent immediately upon the removal of a student from class.

F. Provisions for Exceptional Students: The Placement Review Committee shall refer to a staffing committee all exclusion requests for students from exceptional education classes. The Placement Review Committee decision must concur with the staffing committee recommendations.

G. Professional Development Activities to Improve Classroom Management Skills: Any teacher who refers 25% of his/her class for exclusion is required to complete professional development activities to improve classroom management skills. This percentage pertains to individual students referred for disruptive behavior which interferes with instruction as outlined in subsection A of this section of the Agreement.

H. Records: Each school should keep appropriate records in order to be able to address questions in the following general areas:

   1. Number and percentage of referrals in which the students were sent back to class with the consent of teachers;
   2. Number and percentage of referrals in which the students were sent back to class without the consent of teachers;
   3. Number and percentage of referrals that were sent to the Placement Review Committee because of teacher refusal to readmit;
   4. Number and types of placements (including those returned to class) made by the Placement Review Committee; and
   5. Number and percentage of students in each class referred by each teacher (to be used in determining staff development needs.)