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Title: **Miami-Dade County School Board and United Teachers of Dade (UTD), Florida Education Association (FEA), National Education Association (NEA), American Federation of Teachers (AFT), AFL-CIO (2003)**

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## ARTICLE I -- GENERAL PURPOSES

### Section 1. Purpose

This Contract is negotiated under Florida Statutes, Chapter 447, Part II, in order to fix for its duration, wages, hours, and terms and conditions of employment. The parties believe that education is best served when the working relationships of the Miami-Dade County School Board, hereafter referred to as the Board, the employees and the United Teachers of Dade (UTD), hereafter referred to as the Union, are harmonious.

The Union and its members support the concept that all employees support the effective and active development of a positive, forward-looking and cooperative attitude toward the operation of public schools in Miami-Dade County.

### Section 2. Preservation of Benefits

Nothing contained herein shall be construed to deny any employee of his/her rights under state law or under State Board or Board Rules.

In addition to salary benefits, as provided in Appendix D, the Board shall provide compensatory benefits. These benefits, as implemented by resolution, policies, rules, directives and memoranda in effect on the date this Agreement is executed, shall not be changed, modified, or repealed during the term of this Contract without mutual consent of the parties.

### Section 3. Definitions

- A. Aggrieved Employee -- The aggrieved employee shall mean any full-time or part-time member of the bargaining unit, as certified, pursuant to Florida Statutes, Section 447.307.
- B. Bargaining Agent -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent pursuant to Florida Statutes, Section 447.307.
- C. Union Representative -- The Union Representative is the official Union field representative charged with the general responsibility for monitoring compliance with the M-DCPS/UTD Labor Contract, grievances, security investigations, and coordinating other Union activities. The duties of the union representative include, but are not limited to, all duties described in this paragraph.

- D. Building Steward -- The Building Steward is the official representative for UTD and is the Union's liaison for teachers, office employees, paraprofessionals, and school support personnel at any M-DCPS work site. The Building Steward is authorized to conduct official Union business as it relates to Conferences-for-the-Record, holds unit meetings, attends Council of Building Stewards meetings, and participates in other Union activities. The duties of the Building Steward include, but are not limited to, all duties described in this paragraph.
- E. 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.
- F. Contract -- That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
- G. Days -- As referred to in the time limits herein, days shall mean working days.
- H. Designated Steward -- When there is more than one steward at a work site due to the number of members at that work site, the Designated Steward is the steward elected by the faculty to serve as the chief liaison between the Union and the work site. The Designated Steward sits on the Educational Excellence School Advisory Councils (EESACs) body and is the primary receiver of Union-initiated mailings. The Designated Steward also conducts official Union business, as defined in the above paragraph. The duties of the Designated Steward include, but are not limited to, all duties described in this paragraph.
- I. Directives -- Those administrative directives issued by the Superintendent or the designee(s).
- J. Drug Screening -- Drug and/or alcohol screening is a unique process conducted under circumstances, and by the protocol enumerated in the Drug-Free Work Place Policy Statement and Employee Physical Examination/Screening/Health Services in Article XXI, Section 2.
- K. Duty Time -- Those specified hours when employees are expected to be present and performing assigned duties.
- L. Duty-Free Time -- Specified lunch and break time.

- M. Employee -- All personnel in the unit represented exclusively by the UTD.
- N. Immediate Superintendent -- The assistant, associate, or Chief Officer who, by nature of the organizational structure of the M-DCPS, as determined by the Superintendent and the Board, has immediate administrative authority over the supervising administrator.
- O. Lead Steward -- The Lead Steward is the official feeder pattern representative for the UTD. The Lead Steward coordinates Union meetings, other Union activities, as well as building steward activities in his or her feeder pattern. The duties of the Lead Steward include, but are not limited to, all duties described in this paragraph.
- P. Parties -- The United Teachers of Dade, as the exclusive bargaining agent, and the Miami-Dade County School Board, as employer.
- Q. Principal -- The chief administrator of a school site.
- R. School Board -- The School Board of Miami-Dade County, Florida, the duly-elected board established under the Florida Constitution, Article IX, Section 4, and Florida Statutes, 230.03(2), which has the responsibility for the organization and control of the public schools of Miami-Dade County.
- S. School Board Rules -- That body of rules adopted by The School Board of Miami-Dade County, Florida.
- T. 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.
- U. Superintendent -- The Miami-Dade County Superintendent of Schools, or the designee(s).
- V. Supervising Administrator -- The individual having immediate administrative authority over the unit employee(s) and who serves as the ranking administrator at the work location.
- W. Teachers -- All certificated employees in the unit who work with students or in student-related work, both in schools and at other sites.
- X. Union -- The United Teachers of Dade, FEA, AFT, NEA, AFL-CIO, as the exclusive bargaining agent representing members of the bargaining unit.

- Y. Unit -- That group of non-exempt employees determined by the employer and the United Teachers of Dade and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.
- Z. Working Day -- The total number of hours an employee is expected to be present and performing assigned duties.
- AA. Work Location -- That location where the member of the unit performs his/her duties on a regular or itinerant basis.

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.

#### **Section 4. 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 9, Paragraph 2.

#### **Section 5. Policy Statement**

Meeting the educational needs of the children, youth, and adults of Miami-Dade County requires the full cooperative effort of all members of the M-DCPS staff.

The Board and the Union pledge their individual and joint efforts to bring about the highest quality performance in the educational program of the M-DCPS.

The Board and the Superintendent of Schools, hereinafter referred to as the Superintendent, have the constitutional and statutory authority, respectively, for the operation of the M-DCPS in addressing the educational needs of the community.

Pursuant to the provisions of the Public Employees Relations Act, hereinafter referred to as PERA, Florida Statutes, Chapter 447 et. seq., the Board and the Union enter into this Contract.

#### **Section 6. Compliance with Contracts**

The parties agree that all employees in M-DCPS shall implement and carry out the provisions of all collective bargaining agreements entered into by the Board.

## **Section 7. Titles**

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

## **Section 8. Reference to Constitutional Rights and State Statutes**

All references to the Federal and State Constitution(s), with respect to constitutional employee rights, Florida State Statutes, State Department of Education and State Board Rules, Public Employees Relations Commission Rules, rulings and decisions, are incorporated and made a part of this Contract.

The Board agrees to comply with all state statutes affecting education and with all State Department of Education and State Board Rules and other state agency rules which affect education, and accepts the rules as minimum standards.

## **Section 9. Conflicts with Law or Rule**

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 not become effective. (Reference, Florida Statutes, Chapter 447.309 (3). For the purpose of this Contract, all references made to Florida Statutes, Chapter 447 shall utilize the language and definitions of Florida Statutes, Chapter 447.)

## **Section 10. Collective Bargaining Research Data and Related Materials**

In accordance with Florida Statutes, Chapter 447, and the Public Documents Law, collective bargaining data and related materials shall be provided to the Union upon request in reasonable quantities, as available.

## **Section 11. Non-Discrimination**

A. The Union agrees to maintain its eligibility to represent all employees, continuing

to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, disability, age or marital status, sexual orientation, or linguistic preference and to represent equally, in collective bargaining, all employees without regard to membership or participation in, or association with, the activities of the Union.

- B. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, color, national origin, gender, marital status, sexual orientation, linguistic preference, disability, age, or membership or participation in, or association with, the activities of the Union. Complaints regarding sexual orientation or linguistic preference are not subject to the grievance/arbitration process. Such complaints may be addressed through the appropriate School Board Rule, federal agencies, and/or the court system.

## **Section 12. Consolidation**

In the adjustment of school organization, it is the intent of the Board that all personnel be continued as employees of the Board. Insofar as possible, employees affected by consolidation or any other administrative reorganization will be assigned in the areas of work and at the same levels in which they are engaged, and employees shall not be separated from employment or receive a reduction in base salary because of such consolidation.

## **ARTICLE II -- RECOGNITION**

### **Section 1. Labor Contract Supremacy**

All the provisions of this Contract shall be subject to Florida Statutes, Chapter 447, including its prohibitions against strikes. The Board further agrees that this Contract shall supersede any Board Rules in conflict with the provisions of this Contract.

### **Section 2. Managerial/Confidential Exemptions**

The Union recognizes the authority of the Board and/or the Superintendent to designate new administrative or supervisory positions as managerial or confidential. The Union further recognizes the authority of the Board and/or Superintendent to designate persons in an acting capacity for a maximum of one fiscal year to fill administrative or supervisory positions.

The parties agree to establish a Managerial/Confidential Exempt Review Committee which will include a representative from Labor Relations a representative from Human Resources, and a representative of the exclusive bargaining agent. The purpose of this Committee is to review recommendations for managerial/ confidential exempt status and determine if identified job descriptions and/or duties are consistent with statutorily-required criteria for managerial/confidential exempt status. Office employee unit members shall not be designated as confidential exempt employees, except by mutual agreement of all the representatives above.

### **Section 3. Position Classification**

The Board recognizes the Union as the sole and exclusive bargaining agent for employees in the position classifications listed in the Appendix F attached hereto. The Board agrees not to change the position classification of any employee in this bargaining unit or to otherwise change its organizational structure, for the purpose of either removing employees from the bargaining unit (except by promotion) or affecting their rights under this Contract without the mutual consent of both parties to this Contract.

### **Section 4. 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 Florida Public Employees Relations Commission and/or the Legislature of the State of Florida during the course of these negotiations and terms of this Contract.

## ARTICLE III -- ACCESS AND COMMUNICATIONS

### Section 1. Statement of Philosophy

As a pre-requisite to the furtherance of harmonious relationships between the Board and the bargaining agent, both the Board and the Union feel that employees and their official representatives should have direct access to, and communications with, the Superintendent or his/her designees.

### Section 2. Meet and Confer Procedures

In order to provide for access and communications, the Board and the Union agree as follows:

- A. The UTD President or Designee shall have the right to confer with the Superintendent or his/her designees on all matters not covered in the contract, limited only by mutual agreement of the time and place for such meetings.
- B. Opportunity will be provided for the UTD President or Designee and the Chief Officer for Labor Relations or his/her designee(s) to meet to plan effective procedures for implementation of this Contract, the arrangements for such meetings to be initiated by either party, limited only by mutual agreement of the time and place for such meetings.
- C. Chief Officers, associate superintendents, assistant superintendents, and other administrators shall meet with the UTD President or Designee, limited only by mutual agreement as to time and place of such meetings. Such meetings may deal with specific educational program issues and other matters of mutual interest not contained in the contract. It is the intent of the parties to maintain open communications on issues which impact implementation of the educational program and to identify and resolve problems which fall within the scope of this Contract.

## ARTICLE IV -- CONTRACTS

### Section 1. Individual Contract

Where State Statutes require that employees serve under individual contract, the Board agrees that each of the employees shall receive a copy of that contract within 30 calendar days after beginning employment.

The provisions of the law of the State of Florida governing the awarding of a continuing/professional service contract shall apply.

### Section 2. Contractual Status

#### A. Continuing Contract

All continuing contract teachers and all annual contract teachers who earned continuing contracts on or before July 1, 1984 shall retain continuing contract status under the provisions of Florida Statutes, unless the employee voluntarily relinquishes continuing contract status in consideration of additional compensation and/or benefits, as agreed to by the Board and the Union under conditions and procedures established through negotiations by UTD and M-DCPS. Any employee who agrees to relinquish continuing contract status will be issued a professional service contract, as established in Florida Statutes.

#### B. Annual Contract

Annual contracts will be issued to all eligible instructional employees who: (a) are new to Miami-Dade County who do not hold or who have not previously held a continuing contract or professional service contract in any district in the state; (b) do not have a valid regular educator's certificate; and, (c) were hired subsequent to July 1, 1982, until such time as they qualify for a professional service contract.

#### C. Probationary Physical/Occupational Therapists

The probationary period for newly-hired Physical and Occupational Therapists shall be 90 calendar days.

#### D. Professional Service Contract

All teachers hired by M-DCPS who successfully complete three years of probationary service, hold a regular educator's certificate, and who are recommended by the Superintendent and appointed by the Board, shall receive a professional service contract.

The professional service contract shall be effective on July 1 of the fiscal year following the completion of all requirements. The Board may issue a professional service contract to any employee who has previously held a professional service or continuing contract in the district or in another district within the state without the employee having to serve a probationary year.

In accordance with Florida Statutes, a professional service contract shall be renewed each year unless the Superintendent of Schools, after receiving the recommendations required by Florida Statutes charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by Florida Statutes.

- E. Types of Contracts - As applicable, the Board shall provide eligible certificated employees contracts as follows:
  - 1. Ten-month regular;
  - 2. Twelve-month regular; and,
  - 3. One-half time, four-sevenths time.
  
- F. Issuance of Contracts - All individual contracts shall be issued as expeditiously as possible provided, however:
  - 1. Annual contracts shall be issued to such individuals no later than 120 workdays from the date such contracts were approved by the Board.
  - 2. Professional service contracts shall be issued to eligible employees no later than December 1 of each school year.
  - 3. A person who has previously held a continuing contract/professional service contract in Miami-Dade County, or another county of the state, shall be awarded a professional service contract, if eligible, pursuant to provisions in Article IV.
  
- G. Applicability of Contract Credit - Certificated employees filling positions for which certificates are required, who are employed for a creditable year as previously defined, shall be credited with one year of experience for professional services contract determinations, pursuant to Florida Statutes.

### **Section 3. Contracts for School Social Workers and Exceptional Child Teachers**

Continuing contract status for school social workers and exceptional child teachers (hired before July 1, 1988) shall be awarded upon the following conditions:

- A. Fulfillment of requirements of Florida law for the awarding of continuing/professional service contract as a teacher; and,
- B. Certification in field, provided that employees now occupying positions governed by this Section will have one year to achieve certification, if they presently do not hold it in their field;
  - 1. To be eligible as a school social worker, one must be certified as a visiting teacher (social worker/school social worker).
  - 2. To be eligible as an exceptional child teacher, one must be certified in the exceptionality in which the probationary period is served.
    - a. Once a continuing contract is granted, it is applicable to all exceptionalities in which the employee is certified.
    - b. The continuing contract for exceptional child education does not extend to exceptionalities for which the teacher is not certified.
- C. Serve a one-year probationary period in the positions governed by this Section:
  - 1. One year is defined as service for more than 99 days in the year.
  - 2. The year's probationary period must yield:
    - a. an annual evaluation that meets standards.
    - b. a recommendation by the principal/supervisor.
  - 3. The continuing contract is not consummated until the employee has been reappointed for and begins work in the first year in which the contract is to be effective. The continuing contract shall be considered consummated if a reappointed employee is on approved sick leave when the work year begins. The contract shall also be considered consummated where a reappointed employee is on personal leave without pay at the time the work year begins, provided such leave does not extend beyond 20 workdays. The continuing contract shall not be consummated where the criteria above are not met, except by mutual agreement of the parties.
- D. Continuing contract status via this provision may be revoked if: (1) the entire classification of position is eliminated by the Board, or (2) budget reduction results in a reduction-in-force of employees occupying the positions governed by these guidelines.

If budget reductions that affect positions covered by this continuing contract occur, and these reductions cannot be absorbed by persons without continuing contract, the following procedures will be utilized to revoke the continuing contracts of affected employees:

1. School social workers and exceptional child teachers will be returned to continuing contract status of classroom teachers in their area of certification in inverse order of seniority county-wide.
2. Seniority is defined as a total of all contractual service as a teacher in the M-DCPS.
3. Ties in seniority ranking will be broken by the following methods and in the order listed below:
  - a. credit for the number of teaching years outside Miami-Dade County but inside the State of Florida;
  - b. highest degree earned: Doctorate over Specialist; Specialist over Master's; Master's over Bachelor's;
  - c. credit for teaching years outside Florida; and,
  - d. randomized procedure of selection mutually agreed upon by parties to this Agreement.
4. A county-wide pool of school social workers and exceptional child teachers will be established, consisting of those persons who have been displaced and continuing contract revoked, in order of seniority. When and if positions become available again, the first person on the list in the respective pool will be offered a position. Failure to accept the position upon offer will result in the person being placed at the bottom of the list regardless of seniority. If a teacher refuses a second offer, immediately upon refusal, he/she will be removed from the pool. Acceptance of the position offered reinstates continuing contract status as of the date of acceptance.
5. No new personnel will be employed in positions for which reinstatable employees are available.
6. Teachers will remain in the pool until placed.

7. Personnel meeting requirements subsequent to reductions and revocation of continuing contract status will be advanced in reinstatement pools in order of seniority upon proof that all required qualifications have been met.
- E. In the event an employee loses continuing contract status, under this Section, he/she will revert to continuing/professional service contract status as a classroom teacher and retain all rights and privileges.
  - F. At the conclusion of the probationary period, no change in classification shall be made by a principal for a teacher who currently occupies any of the above positions.

#### **Section 4. Continuing Contract for Psychologists**

Upon qualifying for a continuing/professional service contract, under Florida law, psychologists (hired before July 1, 1988) shall also receive a continuing contract as a psychologist in the M-DCPS.

#### **Section 5. Guidance Counselors, School Social Workers, and Psychologists**

Guidance counselors, school social workers, and psychologists who previously met contractual requirements for a local continuing/professional service contract, will retain all previous rights and benefits and will continue to be governed by the provisions of this Article.

#### **Section 6. Teachers Returning Under Full-Time Contract**

A teacher on continuing contract, who leaves the employment of M-DCPS and is reemployed and holds a regular educator's certificate, shall be granted a continuing contract, if said contract was issued prior to July 1, 1984. A teacher shall be issued a professional service contract, if said contract was issued subsequent to July 1, 1984.

Subsequent to July 1, 1984, the Board shall issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in any other school district in this state, upon satisfactory completion of a school year in the M-DCPS with an annual evaluation rating that meets standards. A teacher who leaves the employment of M-DCPS on annual contract, and returns to the system after a lapsed time of not more than two years, shall be eligible to return at the contractual status and salary rate the teacher would have received had the teacher been on leave.

## **Section 7. M-DCPS/UTD Contract**

The negotiated M-DCPS/UTD Contract shall be distributed to all members of the bargaining unit, production and costs to be borne by the employer.

## **Section 8. 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 and terms and conditions of this Contract shall apply to those employees.

It is understood by the parties that all employees provided by the M-DCPS to any other private or public agency or organization are Board employees subject to the rules of the Board and applicable labor contracts. Board 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 the M-DCPS and any private or public agency or organization.

## **ARTICLE V -- EMPLOYER RIGHTS**

### **Section 1. Exclusive Management Authority**

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way, to delimit the exclusive authority of the Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, State Board and Board Rules, shall continue to be exercised exclusively by the Board and Superintendent without prior notice or negotiations with the Union, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the Board and the Superintendent, by way of illustration and not by way of limitation, include the following: (1) selection and promotion; (2) separation, suspension, dismissal, and termination of employees for just cause; and, (3) the designation of the organizational structure of and the lines of administrative authority of M-DCPS.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools, and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Contract.

### **Section 2. Closing of Schools**

In the event of the closing of a school(s) or other facilities of school operations by the Superintendent or the Board because of an emergency, when they determine that an emergency exists, the Superintendent shall have the authority to designate which day(s) will be used as replacement workday(s) for workday(s) lost due to the emergency. There will be no additional compensation for the replacement day(s) worked.

### **Section 3. Contracting Out**

M-DCPS will attempt to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, M-DCPS reserves the right to contract out for any work it deems necessary or desirable, subject to impact negotiations.

## ARTICLE VI -- HUMAN RIGHTS PROVISIONS

The parties affirm that all policies and programs of this school system are goals intended to guarantee equal educational opportunity for all children in our schools.

The parties take cognizance of the need to foster the employment of minority persons and to move positively in an effort to insure racial balance at all levels of the school system, and as such, the parties support the implementation of Board Rule 6Gx13-4A-1.01, which became effective August 19, 1981.

The parties agree fully to abide by the laws and regulations of the federal and state governments prohibiting discrimination; to support actively and fully the equal opportunity policies, programs, and plans of the school system; to encourage actively qualified applicants of all ethnic groups and both sexes to seek available employment opportunities in the M-DCPS; and, not to discriminate against any applicant for employment opportunities or adversely affect any individual's status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, or marital status.

The parties state their commitment to work cooperatively in the implementation of the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1967, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans With Disabilities Act of 1990; the Veterans Preference Act 5, U.S.C., Section 2108 et. seg.; Family and Medical Leave Act of 1993, 29 U.S.C., Section 2601 et. seg. and the Florida Educational Equity Act, Chapter 228.2001, Florida Statutes. It is the legal responsibility of the parties to comply fully with the provisions of these laws. The Union agrees to assist in the implementation of the aforementioned laws by actively participating in any task force designed to assure compliance.

## ARTICLE VII -- CLASS SIZE

The parties agree that class size optimums are established and that said optimums are set in accordance with the unit allocation formulas indicated in the "Handbook for Computing Unit Allocations to Schools", adopted yearly, such that the number of students shown in the allocation formulas shall be deemed the optimum class size per certified teacher for all applicable categories and positions.

The parties recognize that class size has an impact on the educational process. Where there is an indication by the administration or Union that individual class size problems exist, they will be brought to the attention of the Superintendent for review and action, as appropriate.

The Board agrees to monitor class size at each school site the Friday of the second week of school for students and each Friday thereafter up to October 1, at which time a pre-final CASAS shall be distributed and shared with the Union.

The parties further agree that these monitoring and adjustment procedures shall apply to all programs, including physical education, art, music, exceptional education, bilingual, and any other instructional programs. The Board and its administrative staff agree to respond expeditiously to the Union regarding specific instances of class size overloads when brought to the attention of designated M-DCPS administrative officials.

## ARTICLE VIII -- SAFE LEARNING ENVIRONMENT

### Section 1. Student Discipline

- A. A safe and orderly learning environment is a major priority of the parties. Such an environment requires that disruptive behavior be dealt with safely, fairly, consistently, and in a manner which incorporates progressive disciplinary measures specified in the Code of Student Conduct.
- B. Rules governing discipline are set forth in the Code of Student Conduct, School Board Rules, and Procedures for Promoting and Maintaining a Safe Learning Environment and, by reference, are made part of this Contract.
- C. The parties strongly urge firm and consistent enforcement of the appropriate disciplinary action with regard to assault on any employee and the other violations cited in Group V and VI of the Code of Student Conduct.
- D. The parties recognize the potential for difficult circumstances and problems related to the use of corporal punishment. Accordingly, the parties agree that such punishment shall be prohibited as a disciplinary option, and further agree to act affirmatively in continuing to identify and implement more effective alternatives for dealing with student behavior. The involvement of school-site personnel in developing such alternatives is critical to their potential for success.
- E. The teacher shall have the authority to remove a seriously disruptive student from the classroom. In such cases, the principal or designee shall be notified immediately and the teacher shall be entitled to receive, prior to or upon the student's return to the classroom, a copy of the Student Case Management Form (SCAM) describing corrective action(s) taken. Guidelines for implementing this provision shall be developed by EEC or other appropriate committee designated by EEC.
- F. In the case of an intentional and deliberate assault and/or battery upon a M-DCPS employee by a student, the principal shall immediately suspend and recommend expulsion of said student. In these instances, it is the intent of the parties that the employee press charges. The Board shall:
  - 1. Provide the employee with released time for court appearances; and,
  - 2. Ensure no loss in monetary compensation or accumulated leave for said employee, per Article XIV, Section 1 of this Contract.

A student shall be immediately suspended for the following: disorderly conduct that results in physical harm to an employee and excessive profanity or obscenity directed at instructional and other personnel.

- G. The principal must immediately report to the appropriate police agency, and to the Miami-Dade County Public Schools Police, any criminal act occurring on school premises or at any school-related function, such as athletic events, field trips in and out of the district, and dances. The criminal acts which shall be reported include, but are not limited to:

Homicide	Property Damage
Sexual Battery (Rape)	Possession of Explosives
Sex Offenses	Bomb Threat
Arson	Trespassing on School Property
Kidnapping	Mood Modifiers, Possession,
Weapons, Possession, Use, Sale,	Sale, or Distribution of
and/or Concealment of	Breaking and Entering
Robbery/Armed Theft	Inciting Individuals to Disrupt
Extortion	Any
	School Function or Class

- H. A copy of the Student Case Management (SCM) System Codes List shall be given to instructional personnel at the start of each school year. An NCR copy of the SCM Student Services Form shall have enough copies to allow teachers to keep one copy for their records, prior to submitting said form.

## **Section 2. School Visitations**

The Board and the Union welcome members of the community and other interested persons to visit our schools. School improvements often come from suggestions originating from such visits. However, in the interest of maintaining a safe learning environment and continuity of instruction, observers and/or visitors to classrooms shall be limited to authorized employees of the school district, parents of students in the visited classroom, and other persons expressly authorized or invited by the teacher and the administration. Where requested, an administrative staff representative will be assigned to monitor classroom visits by "other persons".

## **Section 3. Physical Restraint**

- A. There are instances where exceptional students exhibit behaviors that are disruptive to the learning environment and pose a threat to the safety of persons or property.

- B. Some exceptional students because of the nature of their disability, may, on occasion, experience impaired impulse control of such severity that the use of physical restraint is necessary to prevent such students from inflicting harm to self and/or others, or from causing damage to property.
- C. The purpose of physical restraint is to prevent injury to persons or destruction of property. It is not to be used to "teach the child a lesson" or as punishment.
- D. For students who exhibit such behaviors, the use of physical restraint procedures shall be discussed as part of the Individualized Education Program (IEP) development and review process. A recommendation for the use of Board-approved physical restraint procedures must be made by the Multi-Disciplinary Team (M-Team) and shall be documented on the student's IEP form before the use of such procedures may be authorized. When parents or surrogates are not present at the IEP meeting, written notification to them regarding the use of physical restraint will be provided.
- E. Strategies for the prevention of aggressive behavior shall be utilized on an ongoing basis. However, when an explosive event occurs without warning and is of such degree that there is imminent risk to persons or property, the use of physical restraint techniques is authorized for such circumstances.
- F. Subject to available funding, the Board shall provide for the training of instructional and support staff in physical restraint techniques, as well as strategies for prevention of aggressive behavior. Training manuals developed for this purpose are, by reference, incorporated and made a part of this Agreement.
- G. Physical restraint techniques provided in training programs approved by the Board are authorized and, when utilized in accordance with the training provided and these guidelines, shall not constitute grounds for disciplinary action. If a teacher is not trained in the use of approved physical restraint procedures and is faced with an emergency, the teacher is authorized to employ the moderate use of physical force or physical contact as may be necessary to maintain discipline or to enforce Board Rules 6Gx13- 5D-1.07 and 1.08. The appropriate use of these procedures shall not constitute a violation of the corporal punishment policy (Board Rule 6Gx13- 5D-1.07).
- H. Physical restraint refers to the use of physical intervention techniques designed to restrict the movement of a student in an effort to de-escalate aggressive behavior. In order to promote a safe learning environment, the district has authorized the implementation of specific physical restraint procedures to be used in Exceptional Student Education programs when a student's IEP documents the potential need for their use. These procedures include, but are limited to, holding and escape techniques which, when implemented, prevent

injury to students and staff or prevent serious damage to property. Specific physical restraint procedures may also be approved for use with other specific student populations, upon mutual agreement of the parties, and would be reviewed on an annual basis.

- I. The use of physical restraint must be documented as a part of the SCM system. Instructional or support staff who utilize physical restraint techniques shall complete the SCM Student Services Form to record student case information regarding each incident. Directions shall be provided to instructional and support staff to assist them in completing the appropriate form.

## ARTICLE IX -- TEACHING ASSIGNMENT

### Section 1. General Procedures

All teachers shall be notified, in writing, as soon as possible, of their teaching assignment for the next school year, according to the following guidelines:

- A. Elementary, Middle and Senior High Schools (as applicable)
  - 1. Subject(s) to be taught;
  - 2. Grade level;
  - 3. Any special or unusual classes to be taught;
  - 4. Grade level and special nature, if any, of homeroom class; and,
  - 5. Session to which the teacher will be assigned, if school operates more than one session.
- B. Teachers will be given the opportunity to indicate their preference of grade level, teaching assignment, schedule, and (if applicable) shift assignment. Itinerant teachers shall be given the opportunity to indicate their preference of school/ACCESS Center assignment.
- C. In order to make certain that teachers are not frozen in a particular assignment, a teacher shall, upon request, be considered for reassignment for the following school year.
- D. A policy of rotation within the school will be considered in the assignment of teachers to portable classrooms, except for assignments for specially constructed or equipped portable classrooms.
- E. A teacher's assignment shall not be changed during the school year, except for good cause, and such good cause shall be provided to the employee, in writing, if requested.
- F. Teachers will not be involuntarily assigned outside subject areas listed on their certificates, except temporarily and for good cause, and such good cause shall be provided to the employee, in writing, if requested.

G. Should any full-time teaching position become available at a school site, consideration for such openings first will be given to all interested and qualified itinerant and regular full-time employees assigned to that work location. Such consideration shall be given prior to filling such a position with an applicant from outside the school.

H. Department/Grade-Level Chairperson

1. Selection Criteria

a. A vacancy in the position of department/grade-level chairperson shall be announced to the faculty in the department involved 15 workdays prior to filling the position. Prior to the appointment of such positions, members of the department/grade-level shall have the opportunity to make a recommendation for appointment to the principal.

b. Priority consideration shall be given to personnel having a continuing or professional service contract, a minimum of three years' subject area experience in the school system, and at least a Master's degree certificate in the specific subject area.

2. Minority Representation

The Board adheres to a policy of non-discrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all. It is expected that this policy will be implemented when selecting or appointing department/grade-level chairpersons.

3. Term of Appointment

Department/grade-level chairpersons shall be appointed annually.

4. Leadership Experience

The department/grade-level chairperson positions provide teachers with an opportunity to have a significant role in school-level planning and program development, as well as an opportunity to further develop positive leadership traits.

I. In order to facilitate middle school teaming, every effort will be made to provide common planning time for those teachers and paraprofessionals who are on the same team.

- J. Employees who are required to split their work assignments between two or more work locations during the same workday shall be given reasonable travel time.
- K. Where possible, the number of different rooms to which a teacher is assigned should be limited to two.

## **Section 2. Role of Principal**

The scheduling of employees shall be the responsibility of the principal or supervising administrator. Such scheduling shall be accomplished in a fair, equitable, and impartial fashion, taking into account employee preferences.

## **Section 3. Number of Preparations**

Unless the principal stipulates good cause, in writing, necessitating a deviation in scheduling, secondary teachers shall not be required to teach more than two subject areas or to have more than three teaching preparations at any one time.

## **Section 4. Adult Program**

- A. Any regular full-time employee may teach in the adult program, in addition to his/her regular employment, for a maximum of four nights per week, Monday through Friday. Employees shall be limited to teaching a maximum of 24 hours per week under the provisions of this Section.
- B. The Board agrees to hire part-time hourly instructional employees in adult education programs for the length of the course or the term of the Part-time Adult Education Teacher Contract, provided the enrollment meets and maintains the minimum required to support the class. Employees who are terminated for reasons other than maintenance of minimum enrollment will be subject to disciplinary action based upon just cause.

Such employees will be eligible to participate in the Florida Retirement System and Social Security, according to the rules and regulations of the Florida Department of Administration, Division of Retirement.

## ARTICLE X -- NON-TEACHING DUTIES/ACTIVITIES

### Section 1. Limitations

Teachers shall not be assigned or required to perform the following non-teaching duties:

- A. Lunchroom supervision during the duty-free lunch period.
- B. Chaperoning or attendance at after-school activities shall not be required or assigned to any teacher who does not receive a supplement for such activity in accord with his/her normal salary schedule; however, all unit members may be required annually to attend two back-to-school-night type of activities (or the equivalent of two back-to-school-night activities) developed by the principal and members of the faculty and agreed to by a majority of the entire faculty. For senior high school teachers, such activities may include commencement exercises, where required by the principal and scheduled during non-school hours. In the event agreement is not reached, the Superintendent or designee and the UTD President or Designee shall assist in reaching agreement. For full-time vocational teachers, such activities may include an appropriate program advisory committee meeting. Unit members shall be given three days' notice of such meetings. Any teacher shall be free to voluntarily participate in chaperoning or attending after-school activities.
- C. Cleaning or moving equipment or furniture.
- D. Performing anything other than preventive maintenance on equipment which is part of their instructional program.
- E. Collect or transmit money for any purpose.
- F. Hand scoring of any county-wide standardized tests.
- G. Assume administrative duty in lieu of or in absence of the principal, except in cases in an elementary school without an assistant principal, adult education centers and all community education centers where a teacher has submitted a request, in writing, to the principal, expressing a desire to obtain leadership experience by being given an opportunity to serve during available time during the teacher's day. In such instances, by mutual agreement, the principal may establish with the teacher the assignments to be undertaken and the time to be spent. A carbon copy of such agreement shall be sent to the appropriate ACCESS Center Assistant Superintendent and the Union. The

opportunity to submit requests shall be made available to all teachers, with principals making the final determination on selection, number (limited to two), and assignment. To avoid possible conflict of interest, a teacher shall not be eligible for such leadership experience while serving as a Union steward or officer.

This leadership experience option shall be for elementary schools without assistant principals, adult education centers, and all community education centers. The parties shall monitor the success of the program and either party shall have the right to reopen on this issue, as provided in Article XXIX.

- H. Teachers will not be required to collect money from pupils for such purposes as lunch, milk, carnivals, or any projects sponsored by outside agencies.

## **Section 2. Merchandising**

Capitalizing on one's position in the M-DCPS to sell merchandise or services will be considered a violation of this Contract. Solicitation by members of the unit is forbidden, except when approved by the Superintendent, for school or community campaigns of unusual merit.

Vendors shall not be authorized to solicit employees during the workday, except when participating in meetings authorized by this Contract.

## **Section 3. Tutoring, Psychological Testing, and/or Therapy**

The following rules shall apply to any M-DCPS employee who engages in independent tutoring, psychological testing, and/or therapy for a fee, of any student enrolled in the public school:

- A. The employee shall not arrange to tutor, for a fee, any student currently enrolled in his/her class, nor to solicit any student for a private school.
- B. The employee shall not administer psychological tests or provide therapy, for a fee, to any student in his/her assigned school(s).
- C. The employee shall not tutor, psychologically evaluate, or provide therapy to any student, for a fee, during regular working hours of the employee nor on public school premises.
- D. An employee who accepts tutoring, psychological testing, or therapy engagements shall make his/her own arrangements with the parents for the fees to be charged.

#### **Section 4. Medical Activities**

The Board agrees that any school district employee will be appropriately instructed in accordance with all of the provisions of Florida Statute 1006.062 prior to being assigned the responsibility of administering prescribed medication to any M-DCPS student.

Additionally, the names of each employee designated to administer prescribed medication at each work location will be provided, in writing, to all appropriate staff members at said location.

The parties have jointly established a Medical Issues Committee charged with the responsibility of reviewing and recommending guidelines regarding procedures for implementing medical activities at the school site. Such recommendations will be submitted to the Superintendent of Schools and the UTD President or Designee. This committee will convene as needed.

## ARTICLE XI - - PLANNING FOR TEACHING AND LEARNING

For purposes of this Article, "teachers" shall include school support/resource personnel, such as counselors, media specialists, school psychologists, and school social workers, when planning for teaching and learning activities in accordance with the requirements of the PACES.

Planning is essential for effective teaching and learning. In order to support the instructional program, the principal or supervising administrator has the authority to determine whether or not instructional objectives and related content are consistent with Board educational policy decisions and established instructional guidelines. In keeping with the professionalization of teaching, the parties agree that plans are best developed by the teacher to enhance learning and facilitate reflective practice. Planning shall be governed as follows:

1. Teachers are required to develop written plans in accordance with the required indicators in the PACES Domain I. It shall be the decision of the teacher to use a daily plan or a long range plan that shall include objectives and/or goals; learning activities; and assessment(s) of student learning. Principals or supervising administrators may suggest, but not require, specific content or a particular format or organization.
2. A teacher may be required to use a set form in the preparation of planning only when a principal has issued a Professional Improvement Plan indicating that the standards in the PACES Domain I were not met. Requirements for planning beyond those in the PACES Domain I shall not be imposed.
3. Teachers shall not be prohibited from reflecting required planning components through abbreviated notation and/or referencing techniques. A teacher shall not be required to reference curriculum/standards numbers or to write out objectives if numerical references are made in the plan. Additionally, there shall be no requirement to specify strategies, list materials, use checklists or benchmarks, for learners in the plan.
4. Continuing contract and professional service contract teachers shall not be required to submit plans to the principal or supervising administrator at the school site; however, plans shall be available during classroom visit(s) and/or prior to an official observation.
5. All teachers shall retain their plans for the current school year for review by the principal or supervising administrator at the school site, upon request.
6. Teachers shall be required to prepare emergency plans for use by temporary instructors using a daily format and not exceeding five days in length and replenished as necessary.

Teachers of exceptional students shall be permitted to meet the requirements of this Article through regular plans or written IEP implementation plan(s).

## **ARTICLE XII -- HIRING, ASSIGNING AND TRANSFERRING INSTRUCTIONAL PERSONNEL**

### **Section 1. Hiring and Assignment of Instructional Personnel**

The hiring of instructional personnel is a centralized function. The selection of teachers for a particular location (assignment) is the responsibility of the principal, from among those employees who have been cleared by instructional staffing as to eligibility to teach in the M-DCPS.

The parties recognize the organizational and educational value of a diverse, highly qualified instructional workforce. In that regard, M-DCPS and UTD endorse School Board Rule 6Gx13- 4A-1.01.

### **Section 2. Teacher Certification**

- A. Certification and recertification of M-DCPS personnel are authorized by Florida Statutes, Chapter 231 and State Board Rule 6A-4.
- B. The M-DCPS Certification Office shall provide verification that applicants are certifiable for such programs, as specified by the Contract.
- C. Nothing in this Section shall affect an employee's ability to receive a credential payment to which he/she would otherwise be entitled.
- D. It is the express intent of the Board and the Union that teachers shall be assigned in the fields for which they are certified. Principals, therefore, have the responsibility to ensure that teachers who are hired for a school assignment are appropriately certified for such assignment. Furthermore, it is the responsibility of the principal, in assigning or scheduling teachers, to ensure that appropriate certification is held by the teacher to be assigned or scheduled. Verification of certification held by a teacher or verification of certification in process shall be requested by the principal, when necessary, from the Office of Human Resources.
- E. Certification
  - 1. All teachers shall be appropriately certified. In the event that it is necessary to hire a teacher out-of-field, the principal shall obtain verification from Human Resources that no qualified applicants are available for the position. Human Resources and the principal shall notify the teacher that he/she is required, in order to remain at the school, to earn a minimum of six college credits per year toward certification in the appropriate field.

2. Teachers who are offered employment to teach in the out-of-field areas must present to Instructional Certification evidence of successful completion of a minimum of six semester credit hours or equivalent course work towards in-field certification each year. In-field certification must be attained in three years or the teacher shall be subject to reassignment in-field, if a position is available, or subject to termination.
  3. Failure to obtain the minimum of six college credits per year toward required certification shall result in reassignment in-field if a position is available or termination. Severe extenuating circumstances may be appealed to the Chief Officer for Human Resources.
- F. Employees hired as teachers prior to the 1997-98 school year, who were assigned to teach in out-of-field areas, and are still currently teaching in those positions, shall obtain appropriate certification no later than June 30, of the current year, or shall be subject to reassignment in-field, if a position is available or be subject to termination.
- G. The parties agree to establish a joint Ad Hoc Teacher Certification Committee, to be appointed by the Superintendent and the UTD President or Designee, for the purpose of initiating, developing, and implementing recommendations regarding in-field teacher certification, employment guidelines for substitute, adult education, and non-degreed vocational education teachers, and other related issues (e.g., incentives for multiple certification, alternative certification models, review of Florida Statutes and Department of Education (DOE) Rules for desired modifications).
- H. Out-of-field teachers needing the ESOL endorsement must complete three semester hours or 60 Master Plan Points (MPP) toward the ESOL endorsement requirements within two years of the date of initial ESOL assignment. At least three semester hours or 60 MPP toward the ESOL endorsement must be completed each calendar year, thereafter, until all requirements for the ESOL endorsement are complete.
- I. A teacher who holds a professional certificate may use college credits or inservice points completed in English for Speakers of Other Languages training in excess of six semester hours during one certificate- validity period toward renewal of the professional certificate during the subsequent validity periods.
- J. A teacher who holds a temporary certificate may use college credits or inservice points completed in English for Speakers of Other Languages training toward renewal of the teacher's first professional certificate. Such training must not have been included within the degree program, and the teacher's temporary and professional certificates must be issued for consecutive school years.
- K. Beginning with the 2001-2002 school year, newly hired teachers who failed any section of the required general knowledge test must participate in training courses offered by the Teacher Education Center during the first year of employment.

### **Section 3. Appointment/Reappointment**

- A. All employees of the school system are appointed by the Board, upon the nomination of the Superintendent.
- B. Any former employee, who is subsequently reemployed by the Board without a break in service, shall have his/her resignation rescinded by the Board and shall be eligible for all benefits that would have accrued to him/her had he/she not submitted a resignation.
- C. Any teacher (except those receiving retirement pay from a State of Florida retirement program) employed by the Board after the cut-off date for receiving credit for a contract year, as provided in state law, shall be employed as a substitute, except where otherwise authorized by the appropriate ACCESS Center Assistant Superintendent. Such substitutes shall receive first consideration for employment in the subsequent school year, provided they have been rated acceptable on their annual evaluation.

### **Section 4. Reemployment After Retirement**

- A. Pursuant to state law, former employees who have been retired for one calendar month may be re-employed as emergency substitute teachers (provided they meet the employment criteria) for up to 780 hours during the first 12 calendar months after retirement without suspension of their retirement benefits. Former employees may also be re-employed as hourly teachers on a non-contractual basis after being retired for one calendar month.
- B. At the end of the 12-calendar-month period, there are no restrictions or limitations on reemployment which affect retirement benefits.
- C. Nothing in this Section constitutes a guarantee of employment.
- D. Any teacher receiving retirement pay from a State of Florida retirement program may be rehired for a specific term of employment to fill a full-time position in a critical staff shortage area, as defined in this Contract, or in other instructional areas where the Office of Human Resources has determined that no qualified teachers are available. Approval for such employment will be made on an individual basis by the Chief Personnel Officer for Human Resources (or designee). Such employees shall receive the same pay and benefits as regular full-time teachers for the term of their employment contract.
- E. Re-employed retirees who accrue sick leave days subsequent to retirement shall be paid at the daily rate they earned at the time they first became eligible for retirement.

## **Section 5. New Teacher Orientation**

Teachers new to M-DCPS shall participate in a five-day orientation which will immediately precede the first day of school for regular teachers. Such additional days shall be considered as part of the regular school year and shall be used in computing new teachers' daily rates of pay for the year. The parties agree to jointly develop, implement, and monitor this orientation program on an annual basis.

## **Section 6. Assignment of Surplus Personnel**

- A. In cases where employees are surplus at a work location, as a result of reduction in allocation, seniority shall be determined as follows:
1. Secondary teachers and middle school teachers teaching secondary subject areas -- by subject area taught (with the least contractual credit in the M-DCPS). For ESOL teachers, ESOL is the subject area taught. In those instances where teachers may be teaching more than one subject area, they shall, for the purposes of this Provision, be considered to be teaching the subject area of which they have the largest number of classes. For science and foreign language, surplus shall be by area of state certification.
  2. Surplus at the elementary school level and for middle school teachers teaching elementary grades shall be from the least senior in the Pre-K-Kindergarten, one through six program with the following exceptions:
    - a. Pre-K and Kindergarten teachers shall not be declared surplus if a school does not have a certified Pre-K or kindergarten teacher who can be reassigned to the Pre-K or kindergarten opening;
    - b. ESOL teachers, in pull-out or self-contained classes, shall not be declared surplus if a school does not have a certified/qualified ESOL teacher who can be reassigned to the ESOL opening; and,
    - c. Spanish-S, Spanish SL, and Basic Skills in the Home Language shall be considered as a single category for surplus purposes. However, Basic Skills in the Home Language shall not be declared surplus if a school does not have a linguistically-qualified teacher to deliver the program in the home language of the students.
  3. Teachers of gifted students shall not be declared surplus if a school does not have a certified gifted teacher who can be reassigned to the gifted opening.
  4. Exceptions to these provisions, based upon the need to provide critically-needed programs to meet the unique needs of affected students, and/or in response to emergency situations, as declared by the Superintendent, may

be requested by the principal and will be reviewed by a joint M-DCPS/UTD committee. Such requests shall be made, in writing, to the Assistant Superintendent for Instructional Staffing.

- B. In determining seniority of an employee, all prior contracted services with the M-DCPS, regardless of work location where such service was performed, are to be credited for the purpose of determining contract status. Further, in determining seniority at a work location, if two or more employees have the same contractual status, seniority shall be determined by initial date of employment, as indicated by the date on which the Request for Personnel Action (RPA) was executed. Personnel on approved leave from a specific work location shall, for the first year of leave, have a guarantee of return to the same work location and shall be included in the roster when determining seniority. No surplus transfer shall cause a demotion. Demotion shall mean a reassignment in which the employee receives less base salary than in the assignment held previously. (This does not apply to supplements, compensation in excess of the base salary, or conversion from 11-month or 12-month employment to 10-month status.) Surplus assignment from an 11-month or 12-month position to a 10-month position may occur only after the Office of Human Resources has determined that there are no 11- or 12-month positions available in the district for which the employee is certified, and will be done in accordance with surplus provisions found in this Article.
- C. In the event that the employee is declared surplus, when the employee is absent from active duty in the school system, the employee shall be promptly notified in writing.
- D. Employees who are subject to surplus transfer shall have the right to occupy a position for which they are qualified before any new employees are assigned to the same or similar position(s).
- E. Employees declared surplus shall not be required to make application for reassignment. It shall be the obligation of the Office of Human Resources to reassign and notify all surplus employees as soon as possible. Surplus employees may make application for reassignment after being notified of surplus status. If accepted to fill a valid vacancy, said employees will be reassigned to that vacancy. Notification of such reassignment shall be expeditiously made by the Office of Human Resources.
- F. When schools are paired or grouped and grade levels are reassigned between or among schools, teachers will be reassigned within the grade levels they are presently teaching, whenever possible. If grade levels remain intact, but pupil populations only are shifted, teachers will not be reassigned. If the actions described above result in a reduction in teacher allocations for any particular school, the surplus personnel will be reassigned.

Surplus personnel resulting from pairing or grouping of schools will be determined as follows:

1. The person or persons in that school with least contractual credit in the M-DCPS (not present school) will be declared surplus.
  2. In elementary schools and middle schools with elementary grades, the person or persons in 1. will be designated from the grade levels, i.e., Pre-K, kindergarten, or from grades one through six.
  3. In secondary schools and middle schools with secondary subject areas, the person or persons in 1. will be designated by subject areas.
- G. If the opening of a new school results in a reduction in teacher allocation for any particular school(s), the surplus personnel will be assigned to the new school, insofar as practical.
- H. Employees should not be reassigned, except as a result of reduction in allocation, or on a voluntary basis, or as described in Section 6(L) of this Article.
- I. In the event of a change in the grade configuration of a school, teachers of said school will be reassigned in the following manner:
1. Teachers of such schools will be notified of the change in grade configuration;
  2. First consideration will be given to those teachers who request a voluntary transfer to the receiving school;
  3. If there is an insufficient number of voluntary transfer requests, the procedures for the transfer of surplus personnel will be implemented, with the least senior teachers being surplus to the appropriate level or subject area; and
  4. Where there are more teachers from sending schools requesting voluntary transfers to a receiving school than there are openings in the receiving school, the principal will interview all such candidates from the sending schools (of students assigned to the receiving school) prior to determining which candidate(s) will be selected.
- J. When a new school is built to relieve overcrowding of a school, and/or as a replacement for an existing school, teachers will be reassigned in the following manner:
1. Teachers of said school will be notified of the openings at the new school and the opportunity to request voluntary transfer to schools/areas of their choice;

2. First consideration will be given to those teachers who request a voluntary transfer to the receiving school;
3. Where there are more teachers from sending schools requesting voluntary transfer to a school than there are openings in the school, the principal and appropriate staff will interview all such candidates from the sending schools (of students assigned to the school), prior to determining which candidate(s) will be selected; and
4. When a surplus is to occur, the procedures for the declaring of personnel surplus will be implemented, with the least senior teachers being declared surplus in the appropriate level or subject area.

K. Determinations of surplus personnel for employees assigned by ACCESS Centers to teach art, music, physical education, and exceptional student education at the elementary school level shall be governed by the following provisions:

1. The least senior person at a work location in an impacted position shall be deemed surplus;
2. When exceptional student education units at a work location are reduced or moved to another school, the least senior person teaching in that particular exceptionality shall be deemed surplus; and
3. If there is a need to surplus educational specialists, placement specialists, school social workers, psychologists, or any other bargaining unit members assigned by or at the ACCESS Centers, the least senior person at a work location in the affected job category shall be deemed surplus.

Exceptions to these provisions, based upon the unique needs of affected students, shall be granted upon request of the principal and approval by the ACCESS Center Assistant Superintendent or designee. Where requested by the Union, the ACCESS Center Assistant Superintendent or designee shall confer with the Union - Representative regarding the need for such an exception.

L. Surplus Exemption for Curricular, Co-curricular Activity

The responsibility of the principal to maintain properly approved curricular and co-curricular activities in his/her school is acknowledged. If the declaring of surplus personnel, under the provisions of Section 6 of this Article, affects the ability of the principal to retain qualified personnel (as determined by the principal) to coach or manage these activities, he/she may request approval of the ACCESS Center Assistant Superintendent for certain curricular and co-curricular exemptions. Such request(s) with supporting rationale shall be in writing with a copy to the Union. Approval by the ACCESS Center Assistant Superintendent shall be given in writing

to the requesting principal and a copy to the Union. Exemptions, pursuant to this Section, are grievable but not subject to arbitration. Curricular and co-curricular exemptions may be granted to the following positions:

Business manager, athletic trainer, athletic director, department head, interdisciplinary team leader (middle school), debate coach, drama coach, yearbook sponsor, newspaper sponsor, band director, choral director, activities director, and head coaches of all high school sports teams.

Building stewards and Union designee, both instructional and non-instructional, shall be exempt from the application of surplus transfer criteria, except where an entire program is eliminated.

If the existing Union rules determining the number of stewards at each work location are changed, negotiations on this provision may be reopened by the Board.

## **Section 7. Voluntary/Hardship Transfers**

Recognizing the need to maintain both staff stability and opportunities for employees to transfer from one work location to another, the Board agrees to provide opportunities for voluntary/hardship transfers as follows:

- A. Effective with the 1999-2000 school year, newly-hired teachers will be eligible to submit a transfer application only if he/she has been employed at the same work location for a minimum of three school years.
- B. Transfer Applications -- Applications for transfers may be submitted, on forms furnished by the Board, anytime after February 1 for the following two school years. Requests will remain active until January 31 of the second year. Teachers on prescription are not eligible for transfer except as provided for in Florida Statutes, Section 231.29.
- C. Location Request -- Applicants shall have the opportunity to request up to six schools or up to two ACCESS Centers.
- D. Application Notification -- The Office of Human Resources will immediately forward approved transfer requests to the work locations requested by the applicant and will maintain a master file. A copy of the file will be provided to the bargaining agent.
- E. Types of Requests
  1. Hardship -- Hardship transfers will be established for those teachers who have completed at least one year of service and:
    - a. travel 20 miles or more one way, by the most direct route within Miami-Dade County limits, to the work location; or

- b. have serious medical and/or other personal problems which can be substantiated by appropriate authority or acceptable written explanation.

An employee who rejects a hardship transfer to one of the locations requested will be removed from the eligible list.

2. Voluntary -- All other transfers shall be classified as voluntary and shall be given consideration for filling vacancies prior to selecting new hires.

#### F. Filling Vacancies

1. Hardship transfer applicants shall be interviewed by the principal or his/her designee at the locations requested, provided the applicant is certified to fill the available vacancy.
2. Consideration for vacancies shall first be given to those employees who have submitted a request for transfer, pursuant to the other provisions of this Section, provided the applicant is qualified, eligible, and available to fill the position.
3. The principal will notify, in writing, all applicants who have been interviewed as to the disposition of the vacancy for which they were interviewed.

- G. Window Period -- During the period of May 15 through the last Friday in June, except for teachers who have been declared surplus, only transfer applicants shall be considered to fill vacancies. Exceptions will be granted to schools where no certified/qualified applicant has applied.

Schools may not accept teacher transfers after the last Friday in January.

#### H. Disapproval of Voluntary Transfer Requests

1. Reasons for disapproval of voluntary transfer requests by the sending principal are:
  - a. unavailability of a suitable replacement where approval of the request would adversely affect the school's compliance with goals as provided for in School Board Rule 6Gx13- 4A-1.01 - Equal Opportunity Employment and Assignment. If the principal recommends disapproval of a transfer request, due to lack of a suitable replacement, and the Office of Personnel Management and Services can provide a suitable replacement, the transfer will be approved; or

- b. teacher has overall evaluation of unacceptable or is under an official prescription of professional growth remedies in any category prescribed prior to June 1 except as provided for in Florida Statutes, Section 1012.34.

If extenuating circumstances exist which are not covered by these reasons, the principal is authorized to request a waiver by submitting a request along with a statement of the extenuating circumstances to the Chief Personnel Officer. A copy of such request shall be provided to UTD in a timely manner.

- 2. Reasons for disapproval of voluntary transfer requests by the receiving principal are:
  - a. teacher is not certified or does not have the endorsement for position(s) to be filled;
  - b. teacher has overall evaluation of unacceptable or is under an official prescription of professional growth remedies in any category prescribed prior to June 1 except as provided for in Florida Statutes, Section 1012.34; or
  - c. principal has documented specific, adverse staffing and/or programmatic impact (e.g., current need for teacher with multiple certification).

The final decision on transfers, when either the sending or receiving principal has recommended disapproval, shall be made by the Chief Personnel Officer or designee.

However, the parties agree that teachers possessing a Professional Services Contract who have ended the school year on prescription shall have the right to request and receive consideration for transferring to another school.

In the event of disputes, as to whether or not a transfer request should have been disapproved and/or a waiver of reasons granted, the Union, the Office of Human Resources and Civil Rights and Diversity Compliance shall review the pertinent procedures and individual circumstances through a joint committee established to review transfer procedures. The composition of the review committee shall be jointly determined by the parties.

## **Section 8. Involuntary Transfer**

The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members. Before an employee is involuntarily

transferred, a conference shall be held with the ACCESS Center Assistant Superintendent or his/her designee or appropriate division head, except where such transfers are a result of a legal order. Employees who are involuntarily transferred, pursuant to this Section, will have the right to be accompanied by two representatives of the Union and shall be informed of this right. If the Union refuses to represent the employee, he/she has the right to be accompanied to the conference by a fellow employee.

### **Section 9. Project Employees**

Any person regularly employed by the Board, who is assigned to work with a project funded from sources other than the state and local tax sources, shall retain all the rights and privileges and accrue all rights and privileges as if he/she had remained in his/her original position. These persons employed specifically for the purposes of working in a project that is funded from sources other than state and local tax sources shall accrue all rights and privileges as any other person employed in the regular program but shall not be entitled to continue employment with the school system, if the program in which he/she works is discontinued. If such person is reassigned in the regular program, with no lapse of time, he/she shall be entitled to retain all the rights and privileges accrued under the program funded.

## ARTICLE XIII -- EVALUATION

### INTRODUCTION

Evaluation is a decision made by comparing observation data to an established standard. This comparison reflects the extent to which employees meet performance expectations and is used to make employment decisions. Each year, the principal or supervising administrator designated by the principal must observe all teachers regardless of their contract status. The purpose of these observations is to formulate an annual evaluation decision that is recorded on the annual evaluation form. Evaluation is a statutory responsibility of the principal.

- A. Employees are entitled to an evaluation which is fair, equitable, and impartial. The parties agree to the continuation of a developmental approach to improving teaching and learning, using the PACES. In accordance with Florida Statutes, no disciplinary action shall be taken based on incompetence in the absence of documentation and procedures required by the PACES.
- B. All documents and procedures pertaining to observation/evaluation are hereby incorporated and made a part of this Contract, and there shall be no unilateral changes. Required procedures and standards for observation/evaluation are specified in the current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*.
- C. The parties agree that the Joint Committee on Standards for Educational Evaluation will serve to monitor all aspects of the PACES including the oversight of implementation and the current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel* as well as all other documents pertaining to the PACES which are hereby referenced and made a part of this Contract. The Joint Committee on Standards for Educational Evaluation will also conduct reviews of the PACES as necessary to ensure compliance with current statutes and State Board Rules. Implementation of the PACES for teachers began on September 12, 2001.

### Section 1. Fundamental Competencies

All teachers shall demonstrate, through the performance of their professional responsibilities, a mastery of basic skills (i.e., reading, writing, speech, computation, spelling) fundamental (generic) teaching competencies, and subject matter skills in areas of certification. The assessment of basic skills and fundamental teaching competency is a management function. It is understood and agreed that M-DCPS has the right to develop and utilize handbooks, guidelines, diagnostic tests and assessment techniques, or other aids to assist administrators in implementing this Article. Such diagnostic tests and assessment techniques will be used, as deemed appropriate by M-DCPS, to fulfill the obligations of the school system (as stipulated in this Article) to identify professional growth needs of teachers.

The Board agrees that there shall be no mass testing of teachers. Further, it is the intent of the Board that individual testing shall be for the sole purpose of requiring additional professional growth practices and improving the teaching/learning process. Results of such tests shall be confidential and shall not be used, by either party, as evidence for a change in contractual status or for dismissal.

## **Section 2. General Procedures/Accountability**

All requirements and timelines for observations/evaluations using the PACES are outlined in the most current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*. Evaluations for each employee shall be conducted in accordance with mutually agreed upon observation/evaluation procedures and in accordance with applicable Florida Statutes. Appropriate implementation of M-DCPS' required observation/evaluation procedures is a priority responsibility of the supervising administrator. Observations/evaluations shall not be scheduled to occur during program reviews/ audits by district or ACCESS office personnel. No formal observation/evaluation shall be conducted during an employee's first 10 days and last 10 days with student contact.

When standards are not met after observation(s) conducted by the principal or supervising administrator at the school site in accordance with the most current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*, the teacher shall be entitled to receive Professional Improvement Plan (PIP) which shall include reasonable timeframes for implementation. The PACES shall be used for identification of standards and the formulation of the PIP. Teachers for whom a PIP is required may present alternative plans for the principal's consideration. The function of the PIP is to assist the teacher in professional growth. A PIP may include, but is not limited to, in-school assistance, Teacher Education Center offerings, and professional development activities. Teachers shall follow the PIP requirement(s). Failure to implement the PIP or to meet standards on an annual evaluation shall constitute just cause for disciplinary action in accordance with the due process provisions in this Contract.

A major responsibility of the department head/grade-level chairperson is to assist teachers in developing and maintaining quality teaching and learning programs. The principal may rely upon the advice of department heads/grade-level chairpersons in making program improvements. The department head/grade-level chairperson shall not, however, use or prepare the official PACES Observation Form for Annual Evaluation form(s) or the Annual Evaluation form.

The Office of Professional Standards will provide to the Union the names of teachers recommended for disciplinary action up to and including dismissal. The Union will have the option of reviewing the basis for any potential disciplinary action with the Office of Professional Standards.

Recommended disciplinary actions based on performance observations/evaluation, which involve alleged misapplication/misinterpretation of required contractual provisions/procedures, will be subject to review and appropriate action on a case-by-case basis.

Disciplinary action(s) against affected employees will be recommended only in cases in which observation/evaluation procedures have been adhered to.

**Section 3. PACES Procedures - Full Requirements and Procedures are specified in the current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel***

All personnel shall be fully informed of the criteria and procedures associated with the evaluation process before the evaluation takes place.

**Section 4. The PACES Domains**

- A. Domains - The PACES consists of seven domains which are identified in the system by Roman numerals. Written plans are evaluated independently from an observation using required teaching and learning components in the PACES Domain I. The PACES Domains II - VI are evaluated by information collected during classroom observation(s). The PACES Domain VII is evaluated on an ongoing-basis and is only used to make an annual evaluation decision. An observation/annual evaluation that results in a below standards rating must be substantiated with the appropriate documentation.

Domain I - Planning for Teaching and Learning  
Domain II - Managing the Learning Environment  
Domain III - Teacher/Learner Relationships  
Domain IV - Enhancing and Enabling Learning  
Domain V - Enabling Thinking  
Domain VI - Classroom Based Assessment of Learning  
Domain VII - Professional Responsibilities

- B. Length of Observation

1. Beginning and ending times must be recorded by the observer on the PACES Observation Form for Annual Evaluation.
2. An official observation for evaluation of instruction personnel must start at the beginning of the scheduled class/subject and last a minimum of 20 minutes. Any follow-up observation must start at the beginning of the class and last for the complete lesson. However, for classes extending beyond the standard elementary/secondary scheduled class/subject (e.g., two (2) hour block schedule, three (3) hour auto mechanics, etc.), the administrator must have observed a lesson from the beginning of the class and remain for a minimum of one hour.

An official observation for evaluation of school support/resource personnel must start at the beginning of the scheduled activity and last a minimum of 20 minutes. Any follow-up observation must start at the beginning of the

activity and last for the duration of the activity. However, for activities that extend beyond one hour, the administrator must have observed the activity from the beginning of the activity and remain for a minimum of one hour.

C. Professional Improvement Plan

For information regarding the implementation of Professional Improvement Plans, refer to the current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*.

Observation findings and/or evaluation decisions shall be made in compliance with all required procedures. Decisions made, in violation of procedures shall be rendered null and void, when identified by the Union in compliance with procedures established by the parties.

**Section 5. Monitoring of the PACES Implementation**

- A. To assure quality teaching and learning and fair, equitable, and impartial evaluation of teacher performance, the parties agree that the Joint Committee on Standards for Educational Evaluation shall monitor the implementation of PACES.
- B. Appointments to the Joint Committee shall be made by the Superintendent and the UTD President or Designee and shall reflect equal representation of M-DCPS and the Union.
- C. It is the intent of the parties that the procedures specified below shall serve as the alternative to Levels I and II of the Grievance Procedure.

If the employee desires, he/she has the right to request representation by the exclusive bargaining agent or to represent himself/herself in a PACES Appeal. An employee may not be represented by a minority/rival Union or by an attorney in a PACES Appeal Level I and II.

1. The PACES - Appeal Level I:

Within 30 days of an alleged violation(s) of the PACES procedures the Union, the principal or supervising administrator, and then the appropriate ACCESS Center Director as needed, shall make every effort to obtain informal resolution of these issues and refer unresolved issues to the PACES - Appeal Level II.

2. The PACES - Appeal Level II

- a. Issues appealed to Level II shall be addressed by representatives appointed by the Joint Committee, with equal membership from the District and the Union. The appointed representatives shall be mindful of the statutory timeframes and shall meet and render decisions

- b. expeditiously. Following a confirmatory observation all pending and/or new issues shall be addressed within 14 calendar days. The representatives shall communicate their findings to the Joint Committee as well as the affected employee(s) and work location/ACCESS Center administrator(s).
- c. Disputes not resolved at the PACES - Appeal Level II shall be subject to the Grievance Procedure, beginning at Level III; and,
- d. The Joint Committee shall review the issue(s) referred to it and shall revise procedures where warranted.
- e. The timeline for filing a grievance shall commence with the signature date reflected on the finding, which shall be the date upon which copies of the finding are transmitted to the affected parties.
- f. The Joint Committee shall also be authorized to conduct visits to jointly-selected school sites for the purpose of resolving disputes and monitoring and enhancing the PACES implementation.

#### **Section 6. Observation/Evaluation of Itinerant Personnel**

Itinerant teachers shall be treated the same as other teachers of like contractual status with regard to the number of required evaluations. The principal at the home-base school, for payroll purposes, shall be responsible for observations and the preparation of the annual evaluation report.

#### **Section 7. Professional Service Contract Personnel**

The performance assessment rights of professional service contract employees, per Florida Statutes, are summarized in Article XXI, Section 1(B)(4).

## **ARTICLE XIV -- LEAVES/VACATION/TEMPORARY DUTY**

### **Section 1. Jury Duty and Subpoena as a Witness**

- A. A full-time or regular part-time employee, summoned for jury duty or subpoenaed as a witness in a case not involving personal litigation, shall be granted temporary duty leave with pay and any witness fees shall be retained by the employee.
- B. Employees of the school system shall be placed on temporary duty, without loss of pay, when subpoenaed by a court, as a result of incidents occurring which are related to their employment with the Board.
- C. Any employee, who has in his/her custody, official records of the school system, and is subpoenaed by a court to produce such records, shall also be granted temporary duty without loss of pay.
- D. An employee subpoenaed in line of duty, as a witness on behalf of the Board, shall be given temporary duty leave with pay, and any witness fees shall be retained by the employee.
- E. In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation shall be granted vacation leave for this purpose, upon request. Employees who have accrued emergency/personal leave shall be granted such leave, upon request.

### **Section 2. Notification in the Event of Teacher Absences**

- A. When a teacher, for whom an emergency substitute is employed, will be absent from work, due to illness or injury or due to personal reasons, he/she shall notify the supervising administrator (or designee), as soon as possible, but no later than one hour before the start of his/her scheduled workday, in order that an emergency substitute can be employed or other arrangements made. If said absence/leave is for a specified period of time, no further notice is necessary. In the event of a change in this specified period of absence, the employee will proceed, pursuant to the stipulations herein. Where an absent teacher does not notify his/her supervising administrator, as stipulated herein, and where there are not extenuating circumstances, as determined by the supervising administrator, such teacher will have the option to utilize personal leave or leave without pay. However, such determination by the supervising administrator shall not be made arbitrarily.
- B. When a teacher, for whom an emergency substitute is employed, is absent from work, he/she shall notify the supervising administrator (or designee) by no later than 30 minutes prior to the scheduled student dismissal time as to whether or not he/she will report to work on the next workday. The absent teacher shall have the option

to utilize personal leave or leave without pay when appropriate notice is not made and the emergency substitute is re-employed, as specified in Article XIV, Section 2.

### **Section 3. Legal Commitments -- Military Physical Examinations**

A full-time employee may be excused from duty during school hours when required to report for a pre-induction physical examination or physical examination by military order for entrance into the Armed Forces or Coast Guard of the United States. Such absence from duty will be without loss of pay.

### **Section 4. Leave for Elected or Appointed Public Official**

The Board agrees to provide temporary duty, released time without pay, for employees who are elected or appointed public officials to attend official meetings of their respective public bodies, if appointed by the Commissioner of Education.

### **Section 5. Workers' Compensation and Related Benefits**

Any district School Board employee shall be entitled to illness or injury in-line-of-duty leave when he/she has to be absent from 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 Board work. Illness or injury in-line-of-duty for employees represented by a collective bargaining agent will be defined in the collective bargaining agreement.

The following requirements shall be observed:

#### **A. Duration of Leave and Compensation**

1. A medical evaluation conducted by a physician approved by the Office of Risk and Benefits Management will be the determining factor as to when the employee is able to return to duty. If the physician indicates that the employee is not able to assume his/her regular duties, but is able to return to a less strenuous work assignment, the employee may be directly appointed to the Workers' Education and Rehabilitation Compensation (W.E.R.C.) Program or to a job commensurate with his/her medical and educational capabilities. Such placement will be based upon the employee's medical condition, as well as job placement availabilities. If offered, the employee must accept a work assignment in the W.E.R.C. Program at any reasonable location; refusal to accept such an assignment may result in the discontinuance of statutory workers' compensation benefits, as well as Board-provided benefits. All W.E.R.C. Program participants shall receive the same salary improvements as all other participants for the same bargaining unit in which the W.E.R.C. Program participant is placed, effective July 1, 1989.
2. If authorized, payment for sick leave granted for illness-in-line-of-duty leave-Board benefits shall be combined with the employee's workers' compensation temporary total disability (TTD) benefits to keep an injured employee in

a pre-injury, full salary status, while eligible for temporary total disability benefits, pursuant to Florida Statutes, Chapter 440, for a term not to exceed 13 weeks following the date of injury. If an injured employee continues to be eligible for temporary total disability (TTD) benefits, pursuant to Florida Statutes, Chapter 440, beyond the 13 weeks, TTD benefits will be paid, and the employee may use his/her accrued sick time, if any, to supplement TTD benefits, not to exceed pre-injury earnings. If the employee does not have any accrued sick time, he/she will be eligible to be paid for leave without pay to supplement TTD benefits, not to exceed pre-injury earnings. Any employee who uses accrued sick days to supplement TTD benefits or leave without pay benefits will be eligible for reimbursement or payment for up to six months from date of injury, as a result of formal Board action. In the event an employee uses accrued sick leave prior to an injury or illness being deemed compensable by a physician approved by the Office of Risk and Benefits Management, and it is later established that said illness or injury is found to be compensable, pursuant to the provisions of Florida Statutes 440, said sick days shall be restored to the employee.

B. Compensation for Sick Leave Granted for Injury In-Line-of-Duty

Payment for sick leave granted for injury in-line-of-duty shall be computed at the daily sick leave rate less the daily workers' compensation rate for each sick leave day granted.

C. Filing of Claim for Compensation

Any district School Board employee who has any claim for compensation, while absent because of illness contracted or injury incurred in-line-of-duty, shall file such claim in the manner prescribed in Florida Statutes, Chapter 231.40(2).

Payment of such claims will be authorized, pursuant to guidelines and eligibility included herein, provided that the claim correctly states the facts, and that such claimant is entitled to payment, in accordance with the provisions of Florida Statutes, Chapter 231.40(2).

D. Filing of Claim for Illness or Injury In-Line-of-Duty Leave

A claim for illness or injury in-line-of-duty leave must be filed within one year following the date of accident.

E. Contagious or infectious disease, as heretofore described, shall include childhood diseases (measles, chicken pox, diphtheria, rubella), typhoid, meningitis, hepatitis, mononucleosis, tuberculosis, ringworm, conjunctivitis, and head lice, when substantial proof is provided that such illness resulted from contact with students or other employees.

F. Where a parent or legal guardian notifies the Superintendent or representative of a

student's formally disclosed case of HIV/AIDS (as defined by Centers for Disease Control Guidelines, in accordance with provisions of Chapter 381.004, Florida Statutes), and voluntarily signs the CONSENT TO RELEASE OF HIV-RELATED INFORMATION form, any parent-designated employee working closely with that student will be advised of the student's medical condition.

In the event the Department of Health and Rehabilitative Services (HRS) notifies the Superintendent of a student's positive HIV test result, pursuant to Chapter 384.25, Florida Statutes, the Superintendent shall maintain the confidentiality of the information and shall release it only in accordance with the statutory provisions.

For purposes of this provision, the following definitions shall apply:

1. HIV/AIDS - Human Immune Deficiency Virus/Acquired Immune Deficiency Syndrome. It is caused by a virus, HIV, which weakens the body's immune system, allowing opportunistic infections to become life-threatening illnesses. AIDS is the advanced stage of the HIV disease that is usually life-threatening.
  2. WORKING CLOSELY - Regular student contact by staff instrumental in assisting students in meeting their educational goals (includes any school-related medical staff and permanent substitute teachers, but excludes per diem substitutes).
  3. FORMALLY DISCLOSED - From legally appropriate source of such information: HRS, a parent or legal guardian, or by court order. Parents or legal guardians will sign a consent form prior to the release of HIV-related information.
  4. ANY DESIGNATED EMPLOYEE - Teachers, paraprofessionals, and school support personnel, specifically designated by a parent or legal guardian on the CONSENT TO RELEASE OF HIV-RELATED INFORMATION form.
- G. The Board agrees to provide a Blood-borne Pathogens/Hepatitis B Vaccination Program for selected employees, which is incorporated by reference in this Contract.
- H. The Board will comply with Florida Statutes, Chapter 440, which governs workers' compensation benefits.

## **Section 6. Voting Leave**

- A. The Board agrees, upon approval of the principal or supervising administrator, to allow an employee, except office employees, who is a registered voter, up to two hours with pay to vote in each local primary and general election provided, however, that the maintenance of classroom instruction shall be given priority consideration in the approval, scheduling, and duration of such voting leave.

- B. The Board agrees to allow an office employee, who is a registered voter, a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off. The employee may be required to show proof of registration, prior to being granted voting leave.

### **Section 7. Medical and Dental Examination Leave**

An employee shall be eligible to utilize sick leave for the purpose of medical and/or dental examinations. Such leave shall be deducted from accrued sick leave in half or full day units, provided, however, that no employee shall be compelled to utilize more sick leave than is required by the employee. Principals or supervising administrators may release unit employees for up to two hours without sick leave being charged against the employee for the purpose of medical and/or dental examination and, if deemed necessary, with verification upon return.

Under no circumstances shall an office employee be required to make up time used for this purpose.

### **Section 8. Sick Leave with Pay**

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Sick leave shall be approved in the following categories:

- A. Illness of self or illness and/or death of:

Mother	Sister-in-law	Stepchildren
Father	Brother-in-law	Grandchild
Sister	Uncle	Son-in-law
Brother	Aunt	Daughter-in-law
Foster children	Husband	Grandmother
Stepparents	Wife	Grandfather
Mother-in-law	Child	Niece
Father-in-law	Foster parent	Nephew

- B. Illness and/or death of:

Persons who reside at the same address as the person who is requesting sick leave.

C. To encourage and reward personnel, who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year, provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal leave days during the course of the fiscal year (July 1 - June 30).
2. The employee must have remaining a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

## **Section 9. Sick Leave Accrual**

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

A. Four days of sick leave will be provided to each full-time instructional employee, as of the first day of employment of each fiscal year, and, thereafter, each such person shall accrue one day of sick leave for each month of employment creditable 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 further, 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.

All other employees (non-instructional) shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall, thereafter, be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee. However, each 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. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the Board may withhold the average daily amount for the sick days utilized, but unearned by the employee.

The term month, as used in this Section, refers to a leave accrual month for purposes of crediting employees with accrued sick leave days.

- B. Sick leave shall be cumulative from year to year, and there shall be no limitation on the number of days of sick leave an employee may accrue, and, further provided, that at least one-half of his/her cumulative leave must be established within the school district granting such leave.
- C. All accrued sick leave days earned after July 1, 1954 will be restored to employees previously employed, upon their return to employment in the school system, except for teachers who have retired.
- D. One-half time employees will accrue sick leave at one-half the accrual rate for full-time teachers.

### **Section 10. Sick Leave Without Pay for Illness**

- A. A sick employee who has exhausted all of his/her sick leave or extra sick leave to which he/she is entitled shall be considered automatically on leave without pay (not to exceed 30 days) with the Board's approval, until such employee returns to work. Leave without pay for illness constitutes a protection of one's employment rights. A person on such leave is eligible for vacation or holiday pay while absent, according to the following condition:

All employees eligible for vacation accrual, employed on an annual or monthly basis, may receive pay for vacation while on leave without pay for illness only for the number of days they have accrued.

- B. The preceding paragraph shall not apply to persons receiving compensation for illness or injury-in-line-of-duty.
- C. Employees whose illness requires an absence of over 30 days must file an application for extended sick leave indicating the anticipated length of such absence and supported by a statement from competent medical authority.

### **Section 11. Short Term Disability Benefit**

Effective January 1, 2003, M-DCPS will replace the current hardship leave benefit with a Board-paid CORE Short Term Disability Benefit. This benefit will cover all full-time unit members.

Employees whose medical confinement period begins prior to January 1, 2003 shall be eligible to apply for benefits through the current Hardship Leave Program, provided such application is submitted no later than March 31, 2003. Once eligible, said benefit shall continue for the approved period of time.

Employees whose disability occurs on or after January 1, 2003 will only be eligible to apply for the core Short Term Disability Benefit. Employees may use accrued sick days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days.

## **Section 12. Sick Leave Bank**

The parties hereby establish the UTD SICK LEAVE BANK -- an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under Sick Leave With Pay provisions. Rules and Procedures for the UTD SICK LEAVE BANK are incorporated in Appendix G of this Contract.

## **Section 13. Personal Leave With Pay**

Full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

## **Section 14. Professional Leave**

- A. Any full-time teacher may be granted three weeks of professional leave with compensation, during any school year when school is not in session, with such leave cumulative for not more than two years, in accordance with Florida Statutes and State Board Rules, provided that one is under contract during this period and, further provided, that such leave is approved, in writing, by the principal of the school for personnel under his/her supervision and by the Superintendent or his/her designee, and such approval shall not be arbitrarily withheld. School is construed to be in session starting with the first day of the 180-day school term for pupils in the fall and ending with the last day the pupils are required to be in school in the spring.
- B. Professional leave for such personnel not under the supervision of a principal shall be approved by the Superintendent or such person as he/she may designate.
- C. Employees serving in an elected position on August 21, 2002 and were granted professional leave with pay when engaged in official functions of the elected body, may continue to receive such leave for the remainder of their current term in office, but not thereafter. Employees who are elected to public office after August 21, 2002 may request professional leave with pay for release time directly related to their attendance at official functions of the elected body. Such leave shall be granted in half or full day increments, and the daily rate of the salary for their elected position shall be deducted from their school system pay for such leave.

## Section 15. Holiday Leave

A. The following days shall be observed as legal holidays by all M-DCPS employees:

1. Independence Day -- July 4
  - \* Labor Day -- First Monday in September
  - \* Veterans' Day -- November 11 (or officially designated date)
  - \* Thanksgiving Day -- Fourth Thursday in November
  - Christmas Day -- December 25
  - New Year's Day -- January 1
  - \* Martin L. King's Birthday
  - \* All Presidents' Day
  - \* Memorial Day -- Last Monday in May

2. Holidays listed above with an asterisk shall be paid legal holidays.

B. Board-Approved Holidays

In addition to the legal holidays listed above, the following days have been approved as official holidays for 12-month employees:

Friday following the fourth Thursday in November (Thanksgiving), December 24 and December 26 (whenever December 25 falls on any day other than a Saturday, Sunday or Monday). In the event December 25 falls on a Saturday, official holidays shall be observed on Thursday, December 23 and Monday, December 27. In the event December 25 falls on a Sunday or Monday, official holidays shall be observed on Tuesday, December 27 and Wednesday, December 28.

C. Holidays Falling on Saturday or Sunday

When a holiday falls on a Saturday or Sunday, it shall be observed, respectively, on the preceding Friday or the following Monday for personnel not regularly scheduled to work on the respective Saturday or Sunday. In the event employees are scheduled to work on such Saturday or Sunday, they shall be granted such holidays on the days on which the holiday occurs.

D. Succession of Holidays

When one or more holidays fall on Saturday or Sunday, in a succession of holidays, the holiday occurring on a Sunday shall be observed on a workday following the respective Sunday.

E. Compensatory Day

In the event an employee is required to work on a holiday, or the day it is observed, the employee shall be entitled to a compensatory day or office employees shall be entitled to additional payment at his/her hourly rate for hours worked on the holiday.

F. Early Dismissal

The Superintendent is authorized to dismiss all employees at noon on the last workday preceding December 24 and January 1 and the last day of the school year.

G. Eligibility for Pay

1. An employee who is present at his/her work location on approved annual leave, or approved sick leave without pay for nine days or less before the holiday, is eligible for holiday pay.
2. An employee who is not returning after the holiday/recess due to resignation, retirement or dismissal is to be terminated on his/her last workday prior to the holiday/recess. Terminated employees, where appropriate, will be paid a lapse time salary adjustment for that portion of the school year already worked.

**Section 16. Annual Leave (Vacation Leave) -- Twelve-Month Employees**

A. Accrual -- Instructional

Instructional staff members employed in teaching positions (Salary Schedules AO and CO) and other 12-month instructional staff members employed in schools or centers, who are primarily engaged in the instruction of students, shall accrue annual leave on the following basis:

Rates:

1. First year through fifth year -- one day per month (12 days maximum per fiscal year);
2. Sixth year through 10th year -- one and one-fourth days per month (15 days maximum per fiscal year);
3. More than 10 years -- one and two-thirds days per month (20 days maximum per fiscal year).

B. Accrual -- Office Employees

Twelve-month office employees shall accrue annual leave at the following rates:

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year);
2. Fourth year of employment and thereafter -- one and two-thirds days per month (20 days maximum per fiscal year).

C. Regulations -- Accrual

1. A year of service with M-DCPS, which is creditable for a good contract year (more than one-half the contractual period), shall be considered a year of creditable service for annual leave purposes.
2. A month, for annual leave purposes, is defined as each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of such fiscal year.
3. A month for inclusion of credit towards accrual is defined as eligible for pay for 11 days or more during any month (as defined in Number 2. above).
4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes three, five, or 10 years of creditable service, as applicable.
5. During leaves of absence with pay, an employee shall continue to earn annual leave credit, except in the case of an employee who is granted educational leave with pay or who is granted annual leave in conjunction with his/her resignation or termination of employment. In such cases, the employee shall not earn annual leave credits during his/her leave of absence, nor shall terminal vacation leave for which an employee is paid, upon termination, be used for accrual of additional annual leave credit.

D. Regulation for Use of Annual Leave

1. Appropriate supervisors should make every effort to ensure that earned annual leave is used on a current yearly basis, in order to provide eligible employees with vacation and proper rest and relaxation. In unusual circumstances, however, in the event an employee has not been permitted to use annual leave on a current basis, those instructional staff members whose annual leave accrual rates are governed, in accordance with Section 16(A), may accrue a maximum of 60.0 days annual leave.

Any employee, whose annual leave accrual rate is governed in accordance with Section 16(A) and who accrues the maximum of 60.0 days, annual leave shall cease to accrue additional annual leave credits as of the end of the month during which the maximum is reached.

2. Annual leave should be used to provide periodic vacation, and employees should be permitted the opportunity of taking a minimum of 10 consecutive days vacation during a fiscal year, provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation, when authorized by the responsible supervisor.
3. Upon reasonable notice, responsible supervisors may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that is deemed advisable.
4. Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

**E. Regulation Governing Payment of Earned Annual Leave Upon Termination or Death**

1. Upon termination, an employee shall be paid for his/her unused annual leave, except in cases where the annual leave payment may be applied to satisfy an employee's indebtedness to M-DCPS. Such payment shall be made at the rate of pay at which the employee was paid on his/her last workday.
2. In case of the death of an employee, payment of unused annual leave, at the time of death, shall be made to the employee's beneficiary, estate, or as provided by law.
3. In no case shall an employee receive payment for his/her accrued annual leave in excess of 60.0 days.
4. No special or advance issuance of checks shall be authorized.

**Section 17. Terminal Pay**

- A. To encourage and reward employees 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. Any person not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an

amount determined by the daily rate of the employee at resignation, retirement, or death as follows:

1. during the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
  2. during the next three years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
  3. during the next three years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
  4. during and after the 10th year of service, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;
  5. during and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in 4.
- B. Provisions for terminal pay at resignation apply only to those sick/annual leave days accrued after July 1, 1982.
- C. Payment for the resignation and retirement benefit will be made within 60 calendar days of the effective resignation or retirement date.
- D. Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee. Such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement, after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement", as referred to herein, shall mean retirement under any retirement system established by the Legislature, with either full or reduced benefits, as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. Years of service shall mean creditable years of service under any retirement system of the State of Florida.
- E. M-DCPS agrees to be the prospective client in whose name UTD can request an IRS ruling on severance pay plans with the stipulation that any participation by the district does not obligate the School Board in any way.

## **Section 18. Temporary Duty Leave**

Any regular employee may be assigned to be temporarily absent from his/her regular duties and place of employment for the purpose of performing other educational services, including participation in school surveys, professional meetings, study courses, and workshops. Employees on temporary duty leave will receive their regular pay and may be allowed expenses, as provided by law, as indicated in Appendix D.

## **Section 19. Non-School Employment During Leave**

An employee of the Board who, with the approval of the Superintendent or his/her designee, uses his/her regular work hours to earn compensation from sources other than the Board, must choose one of the following three options:

- A. request personal leave without pay for the period during which service is to be rendered and retain all remuneration received for such services.
- B. request vacation leave for the period during which service is to be rendered and retain all remuneration received for such services. This applies only to personnel who accrue vacation entitlement.
- C. request temporary duty assignment or professional leave at full pay for the period during which services are rendered. There shall be no per diem or travel reimbursement expense paid by the Board for such leave.

## **Section 20. Extended Leave Without Pay**

### **A. General Provisions**

Extended leave without pay shall be available to full-time employees only. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/ personal/ professional, or parental), the following overall limitations shall apply to any single leave or combination of leaves, regardless of category:

- 1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of creditable salary years earned with M-DCPS immediately preceding the leave request, up to a maximum of four. If an employee took leave during any part of the preceding fiscal/school year and returned to work, such employee is not eligible for a new leave during the subsequent fiscal/school year.
- 2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Chief Personnel Officer for Human Resources.

3. Employment rights for teachers and paraprofessionals to a position of like status shall be protected for two years, and any teacher on such leave shall, upon at least 30 days' notice to the Office of Human Resources, be reassigned to the same position at the same school, if the leave is for one year or less, except employees returning from an extended professional leave as a result of working in a charter school, as stated in Section F(1) of this Article. Teachers returning from leaves in excess of one year shall be assigned to the same position held prior to the beginning date of that leave, if available, or to an equivalent position, as defined below.

a. Definition of equivalent position:

- (1) Pre-K - Kindergarten  
or  
grades one through six field requiring the same certification as the one in which the leave was granted.
- (2) Secondary -- subject area for which the teacher holds current certification.
- (3) Support personnel (counselor, librarian, etc.) -- field requiring the same certification as the one in which the leave was granted.
- (4) Employment while on leave is not permitted, unless specifically requested and approved. If approved, such employment shall be limited to a maximum of 25 hours per week, except as provided in Section 20(F), Extended Professional Leave.

4. Employment rights for office employees to the position held at the time of the beginning of the personal leave, prior to applying for personal leave without pay, shall be protected, and if such leave terminates prior to 12 months from leave commencement, the employee on such leave shall be reassigned to the same position held prior to commencement of the leave. The employment rights to a position of like status shall be protected, if the leave extends beyond 12 months from commencement.

In the event such leave extends beyond 12 months, and a position of like status is not available, the employee shall be deemed laid off and placed in the recall pool.

Unless the employee has notified the Office of Human Resources, requesting an extension of leave, and has received approval from the

Office of Human Resources for such extension, failure to return at the expiration of such leave shall be deemed termination of employment with M-DCPS.

5. Except as provided in paragraphs B.5, C.5, and F.1 of this Section, all employee benefits provided by the Board, such as hospitalization, life insurance, etc., shall be continued and paid for by the Board for each employee who is on any type of Board-approved leave without pay, except for the flexible benefits program, which is provided at Board expense only for employees on sick leave (of self) or parental leave, or military leave, when drafted or involuntarily called to active duty from the active or retired reserves of the United States Armed Forces.

## B. Military Leave

1. A full-time regular employee or permanent substitute (except employees paid hourly or daily) of the Board shall be granted a military leave of absence provided that:
  - a. the employee is inducted into the Armed Services or Coast Guard via Selective Service Act or volunteers, in lieu of induction; or
  - b. he/she enlists in the Armed Services or Coast Guard during the period our forces are engaged in combat; or
  - c. the employee is recalled to active service from a reserve status.
2. All regular full-time employees or permanent substitutes (except employees paid hourly or daily) of the Board who are members of the reserve in the United States Armed Services or Coast Guard or members of the National Guard of the United States shall receive remuneration up to a maximum of 17 days' absence from their regular work (contractual period) during any calendar year, if they are ordered by the Armed Services or National Guard or Coast Guard to report for temporary active duty.
3. The conditions and benefits of a military leave of absence for a full-time regular employee or permanent substitute are as follows:
  - a. The employee is to be considered as being in the continuous employment of the Board during this period of service and shall receive all benefits of employment, upon return, that would normally accrue if the employee had been actually filling the position, (except that time in military service is to count as a void for credit toward continuing contract and continuous service), such as:

- (1) credit for teaching on salary schedule for each year or major fraction thereof in the Armed Services or Coast Guard or National Guard; and/or
  - (2) eligibility for sabbatical leave.
- b. The employee is to return to the employ of the Board within six months after receiving final discharge or present evidence of physical disability to return.
4. Compensation -- Any regular full-time employee (except employees paid hourly or daily) of the Board who enters the Armed Services or Coast Guard at any time is to receive full pay for the first month of his/her military service, except that no compensation is to be paid to the employee for any time for which he/she would not normally be drawing pay, which is included in the first month of such military service. This is not to be confused with temporary military leave, which grants up to 17 days' compensation under certain conditions.
5. Employees who are either drafted or are already members of the active or retired reserves of the United States Armed Forces (but not enlistees), who are involuntarily called to active duty, shall have their health, life, and flexible benefits coverage continued by the Board for the period of their approved leave.
6. The compensation described in the foregoing paragraph is to be paid only when the employee submits to the Superintendent an affidavit proving that the employee has been in the Armed Services or Coast Guard at least one month.

C. Personal Leave Without Pay

1. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to two years. The total number of such leaves granted during any school year shall not exceed two percent of the employees in the bargaining unit. If requests for such leave exceed two percent, leaves will be granted upon review by the Superintendent or his/her designee.
2. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.
3. Such leave may be granted for one of the following reasons:

- a. to serve in the U.S. Government agency sponsored volunteer or service programs;
- b. to fill one full-time position on the Union's staff;
- c. to extend no more than one parental leave;\*
- d. to participate in an overseas exchange teacher program;
- e. settlement of family estates;
- f. severe family hardships;
- g. professional improvement;
- h. voluntary enlistment in the National Guard or in any branch of the military service not requiring more than one year of service;
- i. recuperation and regeneration;\* and
- j. temporary relocation of residence outside of South Florida, which could result in severe family hardship.\*

\*In letters c, i, and j above, eligible unit members may be granted personal leave without pay for each of these reasons only once.

- 4. Personal leave for reasons other than those listed above may be approved by the Board, upon recommendation of the Superintendent. Personal leave shall not be arbitrarily rejected.
- 5. Board-paid fringe benefits will be authorized for a maximum of one year for each personal leave without pay granted. Employees will have the option to purchase fringe benefits at the group rate for the second consecutive year of a Board-approved personal leave without pay.
- 6. Full-time employees are not eligible to request personal leave without pay until after completion of three continuous years of full-time employment with M-DCPS. In the event of a dire emergency, office personnel with less than three continuous years of employment with M-DCPS may appeal to the Chief Personnel Officer for Human Resources for such leave.

#### D. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection of one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

1. Employees seeking such leave must make application on the form provided by the Office of Human Resources.
2. Such application must be supported and accompanied by the following:
  - a. identity of person in ill health;
  - b. statement from a M-DCPS-certified physician explaining why such leave is necessary; and
  - c. effective dates of requested leave (beginning and ending).
3. Such leave shall not exceed one year in duration.
4. Employees on such leave, upon expiration of leave, may apply for an extension. The employer may grant such extension, as warranted; however, the maximum time an employee may be absent on such leave shall be three years.
5. Such leave granted to annual contract employees shall expire no later than the end of the fiscal year in which the leave was granted. Such leave may be automatically extended whenever the employee is reappointed and his/her contract extended.
6. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contributions to the employee's insurance benefits.
7. An employee who has been granted extended sick leave without pay for illness of self may return earlier than indicated on the original request for leave form, upon receipt of an unconditional medical release form from his/her physician.

#### E. Parental Leave/Maternity Leave

A parental leave of absence with pay, if applicable, or without pay, shall be granted to an employee for the purpose of childbearing and/or rearing. The length of each leave may not exceed one year and shall be implemented as follows:

1. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her.
  - a. Said employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least 30 days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
  - b. An employee who is pregnant may continue active employment as late in her pregnancy as she desires, provided she is able to properly perform her required functions, as certified by her health care provider.
  - c. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
  - d. An employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave without pay status.
2. A male employee shall notify his supervising administrator, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one year thereafter.

Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.

3. An employee adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
4. In case of an emergency or shortage of certain types of teachers, an employee on parental leave, after the birth or adoption of the child, shall be entitled to teach part-time or do substitute work, prior to the expiration

of said leave, provided that, in the case of a female employee, she can present, if requested, a statement from her health care provider that she is physically able to assume these duties.

#### F. Extended Professional Leave

1. Extended professional leave is leave without pay granted in excess of 30 days. No one, with the exception of employees granted leave to work for a charter school, may receive more than two consecutive years of extended professional leave, which is approved one year at a time. Except for instances where a charter school ceases operation, an employee granted extended professional leave for employment with a charter school may return to active status only at the end of the school year. Upon return, the employee shall be assigned to an equivalent position in accordance with his/her area(s) of certification. An employee may not receive in excess of two consecutive years of extended professional leave. An employee granted extended professional leave may engage in activities for which no college credit is granted, including full-time employment, provided it is determined by the Superintendent or his/her designee that these activities will enhance his/her professional competence. If approved for full-time employment, an employee shall not receive any fringe benefits provided by the M-DCPS.
2. An employee must complete three years of full-time employment prior to requesting extended professional leave, unless such leave is needed to complete an internship as part of an academic program leading to a Bachelor's degree in education.
3. Extended leave for study may be granted solely for programs of study which are designed to enhance and expand the educational training for careers available within M-DCPS. An employee applying for extended leave for study must be able to demonstrate the relevance of the proposed program of study to the employee's current and projected employment status with M-DCPS.
4. Extended professional leave shall not apply to employees in summer school.

#### **Section 21. Professional Sabbatical Leave**

The Board agrees to implement the M-DCPS Professional Sabbatical Leave Program for eligible employees through the 2004-05 fiscal year. As of June 30, 2004, applications for Professional Sabbatical Leave will not be accepted and this provision shall terminate.

## ARTICLE XV -- PERSONNEL FILES

### PERSONNEL FILES MAINTENANCE

A. Pursuant to Florida Statutes, Chapter 231.291 Personnel Files -- Public school system employee personnel files shall be maintained according to the following provisions:

1. Except for materials pertaining to work performance or such other matters that may be cause for 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.

No anonymous letter or anonymous materials shall be placed in the personnel file.

2. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
  - a. No such materials may be placed in a personnel file, unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system's administration becoming aware of the facts reflected in the materials.
  - b. Additional information related to such written materials, previously placed in the file, may be appended to such materials to clarify or amplify, as needed.
3. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either:
  - a. by certified mail, return receipt requested, to his/her address of record; or,
  - b. by personal delivery to the employee. The employee's signature on a copy of the materials to be filed shall be proof that such materials were given to the employee, with the understanding that such signature merely signifies receipt and does not necessarily indicate agreement with its contents.

4. The employee shall have the right to answer, in writing, any such materials in a personnel file, as of July 1, 1983, as well as any such materials filed thereafter, and the answer shall be attached to the file copy. The employee shall have the right to request that the Superintendent or his/her designee make an informal inquiry regarding material in his/her personnel file which the employee believes to be false. The official making the inquiry shall append a written report of his/her findings to the material.
5. Upon request, the employee, or any person designated, in writing, by the employee, shall be permitted to examine the personnel file. The employee shall be permitted, conveniently, to reproduce any materials in the file, at a cost no greater than five cents per page.
6. The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.
7. Public school system employee personnel files are subject to the provisions of Chapter 119, except as follows:
  - a. Any complaint, and any material relating to the investigation of a complaint against an employee, shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active. If the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect, signed by the responsible investigating official, shall be attached to the complaint and the complaint and all such materials shall be open thereafter to inspection, pursuant to Chapter 119. If the preliminary investigation is concluded with the finding that there is probable cause to proceed further or with disciplinary action taken or charges filed, the complaint and all such materials shall be open thereafter to inspection, pursuant to Chapter 119. If the preliminary investigation ceases to be active, the complaint and all such materials shall be open thereafter to inspection, pursuant to Chapter 119. For the purpose of this Subsection, a preliminary investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding relating to probable cause is made within 60 calendar days after the complaint is made.
  - b. Employee evaluations prepared, pursuant to Chapters 231.17(3), 231.29, 231.36, Florida Statutes or Board Rule 6Gx13- 4-1.03,

shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983 shall be made public, pursuant to this Section.

- c. No material derogatory to the employee shall be open to inspection until 10 calendar days after the employee has been notified, pursuant to paragraphs 3(a) and (b).
  - d. The payroll deduction records of the employee shall be confidential.
  - e. Employee medical records, including psychiatric and psychological records, shall be confidential, provided however, at any hearing relative to an employee's competency or performance, the administrative law judge or panel shall have access to such records.
8. Notwithstanding other provisions of this Section, all aspects of each employee's personnel file shall be open to inspection at all times by Board Members, the Superintendent and the principal, or their respective designees, in the exercise of their respective duties.
9. Notwithstanding other provisions of this Section, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.
- B. 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.
- C. All personnel files shall be maintained in accordance with Chapter 231.291(2), Florida Statutes. Any employee shall have the right to request that his/her personnel file be brought into conformity with the statutes.
- D. Work-site personnel files shall be established and maintained in conformity with provisions of Florida Statutes, Chapter 231.291.
- E. All documents and materials pertaining to the implementation and maintenance of personnel files, including provisions of the document entitled "Personnel Files Procedures", applicable to the members of the UTD bargaining unit, are by reference incorporated and made a part of this Contract. Referenced documents shall not be changed, except by mutual consent of the parties.

## ARTICLE XVI -- SUMMER EMPLOYMENT

### Section 1. Rules and Procedures for Summer Employment -- Teachers

- A. All currently employed instructional staff members, including counselors, are eligible to apply for summer employment. It is the intent of the parties to offer summer employment to the maximum number of eligible teachers and counselors.
- B. In selecting teaching staffs for the summer, employment shall be offered, first to those teachers who have submitted the appropriate application, on or before the established deadline, are certified in the subject area or at the level in which selected to teach, and who are on a continuing or professional service contract.
- C. Special consideration shall be given to: teachers seeking summer employment whose schools are closed during the summer session and adjunct teachers assigned to the Dade Academy of the Teaching Arts (DATA).
- D. The principal responsible for staffing a summer school program shall offer a teaching position on the summer school faculty to the Union lead steward/ steward/officer of the summer school site's regular faculty, provided the lead steward/steward/officer is certified in a program to be offered in the summer. The principal shall give consideration for summer employment to other Union lead stewards/ stewards/officers of the summer school site's regular faculty, provided the lead steward/steward/officer is certified in a program to be offered in the summer. Nothing herein shall require the principal to hire more than one Union lead steward/steward/officer.
- E. Teachers employed to work in the summer shall be notified as quickly as possible.
- F. For each day worked during summer school, teachers shall be paid their annual salary received during the regular school year immediately preceding the summer school, divided by 196.
- G. Supplements for special duties shall be paid only if the person performs that duty during the summer program.
- H. There shall be a guarantee of summer employment (six weeks) for full-time Physical and Occupational Therapists (contingent upon the level of service needed).
- I. Teachers who have completed their first year of service with an acceptable performance evaluation shall be offered an opportunity of half-time or split-time employment (contingent upon the level of service needed). This shall not preclude an offer of full-time employment.

## **Section 2. Teacher Assignments in the Summer Program**

- A. Teacher assignments in the summer program may be for full-time, half-time, or split-time positions. Where teachers have requested half-time, split-time, or full-time employment, principals will give full consideration to such requests. Principals of summer centers are encouraged to employ staff members from the schools feeding into their school centers.
- B. Where half-time teachers are employed for the summer school program, the parties further agree that:
  - 1. The rate of pay for half-time teachers will be one-half of their regular daily rate as full-time teachers, computed in accordance with Section 1(D) of this Article.
  - 2. The duty day for half-time teachers will be one-half the length of a full-time teacher's duty day.
  - 3. Assignment of planning and/or lunchtime for half-time teachers is discretionary on the part of the principal.
  - 4. Half-time teachers will accrue sick leave at one-half the rate it is accrued for full-time teachers.
  - 5. Criteria for summer employment, as stipulated in Section 1(B) of this Article, shall apply to half-time teachers.
- C. Beginning with the 1998 Summer Session, teachers who are "beyond training timeline" for META related training are not eligible to teach summer school.

## **Section 3. Summer Employment for Paraprofessionals**

- A. Each paraprofessional desiring a position in a summer school program shall submit an application, in writing, on the proper form, to the Office of Human Resources, on or before the closing date for applications.
- B. Following the determination by the Board for the summer programs for the year, qualified paraprofessionals shall be selected for summer school program employment in accordance with the following criteria and procedures:
  - 1. Summer school paraprofessional vacancies at each work location shall be posted at that work location, as soon as possible. Notices of vacancies, in projects financed by federal funds, shall be posted by the program director in the worksite where the vacancy will exist.

2. A Union designee/designated Union steward, who is a paraprofessional, shall be offered a position on the summer school staff, at his/her current work location, provided the officer/steward is qualified in a program to be offered. Employment shall first be offered to such officer in order of seniority as an officer, and then to the officially-designated steward. When employed in the summer program under this provision, the Union designee shall perform the duties of a Union steward. Only one bargaining unit member per work location shall be granted this right.
  3. Qualified paraprofessionals who are currently employed will be given first consideration to fill any open paraprofessional positions in the summer program at their current work location.
  4. After all currently-employed qualified paraprofessionals at the work location have been offered summer positions, any remaining vacancies may be offered to paraprofessionals from other M-DCPS work locations.
  5. Paraprofessionals selected for employment in the summer shall be notified, as soon as possible.
- C. For each day worked during summer school, paraprofessionals shall be paid their annual salary rate received during the preceding regular school year, divided by 196.

#### **Section 4. Summer Employment for School Support Personnel**

- A. Each 10-month school support employee desiring a position in a summer school program shall file his/her application, in writing, with the Office of Human Resources, on the proper form, on or before the closing date of application.
- B. Following the determination by the Board of the summer programs for the year, qualified school support employees shall be selected for summer school program employment in accordance with the following criteria and procedures:
  1. Summer school vacancies for school support employees at each work location shall be posted at that work location, as soon as possible. Notices of vacancies in projects financed by federal funds shall be posted by the program director in the worksite where the vacancy exists.
  2. A Union designee/designated Union steward who is a school support employee shall be offered a position on the summer school staff at their current work location, provided that officer/steward is qualified for a program vacancy. Employment shall first be offered to such officer in order of seniority as an officer and then to the designated steward. When

employed in the summer program, under this provision, the Union designee shall perform the duties of a Union steward. Only one bargaining unit member per work location shall be granted this right.

3. Qualified school support employees will be given first consideration to fill any open school support position in the summer program at their current work location.
  4. After qualified school support employees at the work location have been offered summer positions, any remaining vacancies may be offered to school support employees from other M-DCPS work locations.
  5. School support personnel selected for employment in the summer shall be notified, as soon as possible.
- C. As an exception to paragraphs 1. and 2., there is a guarantee of six weeks' summer employment for full-time Physical and Occupational Therapy Assistants.
- D. For each day worked during summer school, school support employees shall be paid their annual salary rate received during the preceding regular school year, divided by 196.

#### **Section 5. Summer Employment for Office Personnel**

- A. All currently-employed office employees are eligible to apply for summer employment.
- B. In selecting secretarial/clerical staffs for the summer, employment shall be offered first to those employees meeting the following criteria:
1. employees who have submitted the appropriate application on or before the established deadlines; and
  2. employees currently employed in 10-month positions in the school system.
- C. If an employee works in the summer program in a higher job classification than his/her regular 10-month position, such employee will be compensated for the summer assignment, at the current daily rate of pay, same step on the higher pay grade, but in no case less than the daily rate of the minimum scheduled pay for the higher classification.
- D. Employees hired in the summer school program or beyond the 10-month contract period shall be paid for each day worked at the annual salary that they

received during the regular school year immediately preceding the summer program. The daily rate shall be computed by dividing the annual salary by 206.

#### **Section 6. Summer Enrollment**

The Board agrees that those employees who are hired at a school site for the summer may enroll their children at the location where he or she is assigned to work, if their children meet enrollment criteria.

#### **Section 7. Summer Employment Review Committee**

The parties agree to establish an ad hoc committee to monitor and resolve any problems which may arise as a result of these provisions and to recommend any adjustments in this regard for consideration during subsequent M-DCPS/UTD collective bargaining.

# ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR/SCHOOL SUPPORT PERSONNEL

## Section 1. Paraprofessionals/Associate Educators

### A. Qualifications

1. Paraprofessional I requires a high school diploma or equivalent certification, plus any specialized education, training, or experience specified in the job description for the applicable category.
2. Paraprofessional II requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus any specialized education, training, or experience specified in the job description for the applicable category.
3. Associate educator I requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus specialized education/training as specified in the job description. Additionally, associate educator requires a current Florida teacher or substitute teacher certificate and may be assigned only to pre-kindergarten programs.
4. Paraprofessional III and Associate Educator II positions require a high school diploma or equivalent certification and at least 90 college semester hours or the equivalent from an accredited college including at least 30 hours of coursework in education, plus any specialized education, training or experience as specified in the job description. Coursework must be part of a formal program leading toward a Bachelor's degree in education.

### B. Categories - Paraprofessionals I II and III shall be classified in one of the following categories:

1. Behavioral -- includes assignment(s) to work with student(s) in Severely Emotionally Disturbed, Emotionally Handicapped, and Autistic programs;
2. Therapeutic -- includes assignment(s) to work with student(s) in any of the following categories: Profoundly Mentally Handicapped, Trainable Mentally Handicapped, Physically Impaired, Hearing Impaired, Speech Impaired, Visually Impaired, Deaf/Blind, Educable Mentally Handicapped, and Varying Exceptionalities;

3. Bilingual -- includes assignments to work in the Bilingual, BCC, Spanish S, and Spanish SL programs;
4. Vocational -- includes assignments to work in the Vocational Education and Title XX Child Care programs;
5. Social Service -- includes assignments to work in the Migrant Project, but does not include Migrant Tutors;
6. Pre-K -- includes assignments to work in pre-kindergarten programs;
7. Montessori -- includes assignments to work in Montessori programs;
8. General -- includes all paraprofessional assignments not listed above. Currently these include:
  - a. General Classroom Paraprofessionals in regular and alternative schools and in COPE Centers;
  - b. Systems Aides;
  - c. Migrant Tutors;
  - d. Telecommunications Monitors;
  - e. Programs for the Gifted;
  - f. Programs for the Specific Learning Disabled; and,
  - g. Title 1 Programs.

Paraprofessionals in any category may be assigned exclusively by the District's Office of Exceptional Student Education to students as a One-To-One as indicated in the student's IEP or Section 504 Accommodation Plan. One-To-One Paraprofessionals' seniority is determined by the category in which they are assigned.

Priority consideration shall be given to qualified employees within the general category who apply for open positions in categories 1 through 7.

C. Protection of Laws

A paraprofessional or associate educator, while rendering services under the supervision of a certificated teacher, shall be accorded the same protection of laws as accorded the certificated teacher.

D. Guidelines

Before assigning a paraprofessional or associate educator to a professional staff member (teacher), the principal shall inform the professional staff member of the content of Florida State Board Rule 6A-1.070 and shall ensure that duties assigned to paraprofessionals or associate educators conform to these rules:

1.070(1)(e) Supervised Practice

Each time a teacher aide or volunteer is assigned to assist a staff member whom he or she has not assisted before and each time he or she is assigned a type of duty which he or she has not satisfactorily performed in earlier assignments, he or she shall complete a period of supervised practice. During the period of supervised practice, the professional staff member whom he or she is assisting shall be available continuously to provide immediate assistance to the aide or volunteer at any time he or she is working directly with pupils. The length of the supervised practice may vary depending upon the capability and prior experience of the teacher aide or volunteer. The personnel record for each teacher aide shall show the length, nature, and inclusive dates of each supervised practice assignment. The personnel record shall also include the signature of the professional staff member supervising the practice certifying its satisfactory completion.

1.070(1)(f) Knowledge and understanding expected of instructional staff.

The School Board shall adopt procedures to assure that each instructional staff member who is assisted by a teacher aide or volunteer possesses a clear understanding of all rules and policies which the teacher aide or volunteer is expected to understand.

1.070(2) Restrictions limiting the duties which teacher aides or volunteers may perform.

Teacher aides or volunteers shall not perform any of the following:

- (a) establish instructional objectives;
- (b) make decisions regarding the relevancy of certain activities or procedures to the attainment of instructional objectives;
- (c) make decisions regarding the appropriateness of certain teaching materials for accomplishing instructional objectives; and
- (d) make judgments regarding the attainment of instructional objectives, unless these judgments are based upon clear and objective criteria (such as specific achievement standards on a true-false test).

1.070(3) Responsibility for the appropriate use of teacher aides or volunteers.

It is the responsibility of the head of a school and of each instructional staff member in that school who is assisted by a teacher aide or volunteer to see that those duties assigned to each teacher aide or volunteer are consistent with Florida Statutes, Rules of the State Board, and policies of the District School Board.

The parties agree to convene a joint M-DCPS/UTD committee charged with the responsibility of developing recommendations for implementing those federally-mandated requirements that impact the paraprofessionals of Miami-Dade County Public Schools based on the Elementary and Secondary Education Act of 2002 (ESEA)/No Child Left Behind Act of 2002.

#### E. Duties

1. The functions of teachers and paraprofessionals or associate educators are clearly not identical. Paraprofessionals or associate educators shall not be used in place of teachers or substitute teachers. There are a variety of teacher duties and tasks that shall not be delegated to paraprofessionals or associate educators.
  - a. All paraprofessionals shall be under the physical supervision of a certified teacher at all times, except that paraprofessionals may be left with small groups of students or with a total group for short periods of time or in the case of stipulated shared program.

- b. Initial instructional presentation must be made by the responsible certified teacher. Paraprofessionals may perform follow-up activities in accordance with the directions given by a teacher. Paraprofessionals may work with students, monitor tests, and help grade objective tests.
- c. Paraprofessionals shall not be responsible for planning classroom lessons or tests.
- d. Paraprofessionals may type and duplicate materials and perform other duties, as needed for classroom instruction, provided that the paraprofessionals are utilized exclusively to provide direct instructional assistance to all teachers, including special area teachers (e.g. Art, Music, Bilingual Education) for no less than 80 percent of the workday.
- e. Paraprofessionals and associate educators shall not perform office duties which are not directly related to classroom instruction.
- f. Paraprofessionals may be assigned to assist in lunchroom during a time other than their duty. Assigned paraprofessionals shall not be utilized in place of substitute teachers.
- g. Paraprofessionals may be assigned to monitoring duties during the loading and unloading of school buses under supervision of the principal or designee.
- h. Paraprofessionals and associate educators may be assigned to operate audio-visual equipment.
- i. Paraprofessionals may be assigned to playground supervision.
- j. A One-To-One paraprofessional's duties shall be determined by the specific needs of the student as specified on the IEP or Section 504 Accommodation Plan.
- k. There shall be a certified teacher in regularly-scheduled direct contact with each associate educator; however, associate educators may be left with groups of students.
- l. Associate educators, in cooperation with the regularly-scheduled certified teacher, may present initial instruction and may perform follow-up activities.

- m. Associate educators, in cooperation with the regularly-scheduled certified teacher, may plan classroom lessons.
  - n. Associate Educators will be paired in their school and assigned to a teacher certified in Early Childhood to assist and monitor the Associate Educators with assigned duties.
2. Job descriptions for paraprofessionals and associate educators, and changes thereto, shall be developed by M-DCPS and reviewed by the bargaining agent and shall be distributed to each work location and made available to each affected paraprofessional in a timely manner.
  3. Substitute coverage is authorized when Paraprofessionals II and III, appropriate Paraprofessionals I and Associate Educators are absent. Substitute teachers may be utilized.

#### F. Hiring

1. No individual shall be hired or rehired for a paraprofessional or associate educator vacancy until qualified paraprofessionals or associate educators returning from leave have been placed, applicable recall pools have been exhausted, and qualified applicants for transfer have been considered.

If a position remains unfilled, priority consideration will be given to part-time paraprofessionals or associate educators employed at the worksite where the vacancy exists.

2. All hiring and rehiring shall be accomplished through the Applicant Tracking System.
3. The normal hiring rate for new full-time, part-time, and temporary paraprofessionals or associate educators shall be the first step of the appropriate pay grade. When a candidate has been deemed exceptionally well-qualified, and with the approval of the Chief Personnel Officer for Human Resources, the paraprofessional or associate educator may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.
4. Associate Educators may be considered for instructional openings in the Pre-K Program.
5. Paraprofessionals currently employed in the Pre-K Program will have three years to complete requirements to become Associate Educators and those who apply as Associate Educators will be given priority consideration.

6. Re-employed paraprofessionals or associate educators who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave) and placed on the step for which they would have been eligible had they been on board-approved leave.
7. Full-time paraprofessionals or associate educators new to M-DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular paraprofessionals and associate educators. Such additional days shall be considered as part of the regular school year and shall be used in computing new paraprofessionals' or associate educators' daily rates of pay for the year.

#### G. Probationary Period

1. The probationary period for all newly-hired paraprofessionals or associate educators shall be 90 days. Unsatisfactory performance during such a probationary period is sufficient grounds for immediate separation from employment.
2. The probationary period for paraprofessionals or associate educators changing job categories shall be 60 days. Unsatisfactory performance during such probationary period is sufficient grounds for return to the prior job category, as soon as such a position becomes available.
3. During a probationary period, a paraprofessional or associate educator shall be evaluated by the supervising teacher, as directed in Florida State Board Rule 6A-1.070(1)(e).

#### H. Workday

1. The paraprofessional's or associate educator's workday shall be seven hours and five minutes at the elementary level and seven hours and 20 minutes at the secondary level.
2. The workday for full-time paraprofessionals shall include a duty-free lunch period of 30 minutes and two 10-minute daily breaks separate from and not attached to the duty-free lunch period. The first break shall be in the morning and the second break shall be in the afternoon. Part-time paraprofessionals who work five hours per day shall be allowed one 15-minute daily break.

## I. Transfer

1. Paraprofessionals or associate educators shall be afforded the opportunity to transfer from one work location to another.
2. All job vacancies for full-time paraprofessionals or associate educators shall be advertised by the Office of Human Resources and posted at each M-DCPS work location for a period of one week. Such job advertisements shall be posted on the Union bulletin board immediately upon receipt at each work location. No vacancy shall be filled until after the fifth workday following advertisement of the position.
3. Once a paraprofessional or associate educator has fulfilled the requirements of the transfer provisions and has been accepted at another work location, the maximum time his/her current supervisor may retain the paraprofessional in the position is 10 workdays, unless otherwise authorized, in writing, by the Chief Personnel Officer for Human Resources or designee.
4. The parties agree that it may be in the student's best interest for a One-To-One Paraprofessional to accompany a student who moves from one site to another. If transferring from one site to another creates a hardship for the One-To-One Paraprofessional, he/she may request an appeal of the transfer. Such requests shall be made, in writing, to the Office of Human Resources and shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the appeal.
5. In the event that the One-To-One Paraprofessional does not follow the student from one site to another, the paraprofessional will be subject to the provisions in Article XVII, Section 1(J)(3).

## J. Layoff

1. Layoff, as defined, is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. No full-time paraprofessional or associate educator position shall be converted to a part-time position after the October Budget-Personnel Conference until approved by the Chief Personnel Officer for Human Resources.

In instances where the UTD building steward is a paraprofessional/associate educator, said steward shall be exempted from layoff except where an entire program is eliminated.

3. When it is necessary to identify a paraprofessional or associate educator for layoff, the least senior paraprofessional and associate educator in the affected job category at the work location shall be laid off. For this purpose, no differentiation shall be made between Paraprofessionals I and II, or between positions having categorical or discretionary allocations, or between positions having different funding sources.
4. In the event a student who has been assigned a One-To-One Paraprofessional leaves the school system or no longer requires the services, the paraprofessional will be subject to the provisions in Article XVII, Section 1(J)(3).
5. In the event the least senior paraprofessional in the affected category is a One-To-One Paraprofessional, an exception to the above may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the One-To-One Paraprofessional, who is less senior, to the Office of Human Resources. These requests shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.
6. Seniority, for the purpose of layoff, is the total full-time service as an employee of M-DCPS in any capacity. A year of service as a substitute teacher shall be counted only if no less than 99 days were worked as a substitute teacher during that regular school year.
7. Layoffs will be effected as follows:
  - a. The Office of Human Resources shall be notified, in writing, by the supervising administrator of the requirement for layoff and the reason, therefore, prior to any announcement relative to a possible layoff.
  - b. The Office of Human Resources shall verify the need for the layoff. In the event layoff is required, the Office of Human Resources shall determine the specific individual(s) to be laid off in accordance with paragraphs 3. and 4. and provide written notice to each paraprofessional or associate educator to be laid off. The notice shall contain information concerning the employee's residual benefits and recall rights. The paraprofessional or associate educator shall acknowledge receipt of the notification. The effective date of the layoff shall be no less than 10 workdays after receipt of the notification.

- c. During the 10-workday notification period, efforts shall be made to place the affected paraprofessional or associate educator in a position for which the employee is qualified.

#### K. Recall

1. Recall, as defined, is the calling back for rehire of a previously laid-off employee.
2. No new personnel will be employed as paraprofessionals or associate educators until all recall pools of paraprofessionals and associate educators, available, qualified, and willing to fill the position, have been exhausted.
3. Seniority, for the purpose of recall, is defined as the total full-time service as an employee of M-DCPS in any position. Service as a substitute teacher shall be counted only when 99 days are worked during the regular school year.
4. Three recall pools shall be established for each category. All paraprofessionals or associate educators laid off at a work location will be placed in order of county-wide seniority in the work location recall pool, in the ACCESS Centers recall pool, and in the county-wide recall pool for that category. Laid-off paraprofessionals and associate educators shall remain in the recall pools for two years, or until recalled, whichever occurs first. Associate educators will be eligible for recall and be placed in the recall pool for associate educators and paraprofessionals in the pre-kindergarten category.
5. Recalls will be effected as follows:
  - a. As a full-time vacancy occurs at a work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate educator of the appropriate category from the work location recall pool.
  - b. When the work location recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate educator of the appropriate category from the area-wide recall pool.
  - c. When the ACCESS Centers recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human

Resources shall recall the most senior paraprofessional or associate educator of the appropriate category from the county-wide recall pools.

- d. When the county-wide recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate educator qualified for the specific vacancy from the aggregate of all other categories.
6. Notification of recall shall be sent by the Office of Human Resources, by certified mail, to the laid-off paraprofessional's or associate educator's last known address of record.
7. A laid-off paraprofessional or associate educator, who fails to respond to a recall notification within five workdays from receipt of notice, or who refuses an offer of a paraprofessional or associate educator position, shall be placed at the bottom of the recall pool of his/her category.
8. A laid-off paraprofessional or associate educator, who accepts employment in another full-time position, shall be removed from the recall list. Employment in a part-time or temporary position shall not affect his/her paraprofessional recall rights.

#### L. Salary

1. Salaries for paraprofessionals or associate educators shall be adjudicated on the U1 Salary Schedule in such a manner that all employees receive the amount indicated for their classification and years of experience.
2. The effective date of the salary schedule shall be the first day of the 10-month work year.
3. Eligible paraprofessionals or associate educators shall advance one step on the first day of the 10-month year on the U1 Salary Schedule, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties.
4. A year of experience for full-time employees for salary purposes is defined as 99 or more days of service with M-DCPS as a paraprofessional/school support personnel or associate educator in any school year; for part-time

employees, it is defined as 687 hours or more of employment as a part-time paraprofessional/school support personnel/associate educator.

5. A paraprofessional or associate educator who is hired as a full-time teacher (including permanent substitute teachers) shall be placed on the teacher salary schedule at the first step which provides a salary increase or on the step that reflects half their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals Step 4 on the salary schedule) up to Step 10. Employees as described herein shall be placed in accordance with the above on whichever step is higher.
6. A Paraprofessional I who becomes a Paraprofessional II or a Paraprofessional II who becomes a III shall be placed on the same step on the Paraprofessional salary schedule as the step held in the prior Paraprofessional assignment. When a paraprofessional/associate educator I is promoted to an associate educator I/associate educator II, he/she will be placed on that step of the new grade which provides at least the equivalent of a one salary step increase.
7. The daily rate for paraprofessionals or associate educators for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor, as is applicable for other 10-month employees in the bargaining unit.

M. Compensatory Benefits

1. Retirement and Social Security - Unless specifically exempt under the Rules and Regulations of the Florida Retirement System, all full-time, part-time, and temporary personnel employed by the Board must participate in Social Security and the Florida Retirement System.
2. Compensatory benefits for paraprofessionals or associate educators are stipulated in Appendix D.

N. Tuition Reimbursement - Paraprofessionals or Associate Educators

1. Tuition reimbursement is available to paraprofessionals or associate educators who take college credit courses when such courses are part of a formal program leading toward a Bachelor's degree in education or when such courses strengthen professional skills and improve effectiveness in performance of paraprofessional duties. Computer Laboratory Specialists, because the position was previously classified as

Paraprofessional, are eligible for tuition reimbursement, effective upon ratification of the contract in 1995.

2. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in education. Advance approval by the paraprofessional's or associate educator's principal is needed for other courses; such approval shall be given only when the course is directly related to the performance of the paraprofessional's or associate educator's assigned duties; however, such approval shall not be arbitrarily withheld.
3. Paraprofessionals or associate educators shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the equivalent.
4. To obtain tuition reimbursement, the employee shall submit an application to the Compensation Administration, with the following attached:
  - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.
  - b. verification from the college/university of the tuition paid (Form FT1).
  - c. the principal's advance written approval when required under paragraph 2.
5. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

O. Internal Certification

1. M-DCPS shall develop, maintain, and make available inservice training components appropriate to the duties of each paraprofessional, (specified) school support personnel and associate educator category. The inservice training components shall be jointly reviewed annually for the purpose of determining professional development needs.

2. Internal certification of a paraprofessional or associate educator shall result from satisfactorily completing a total of 200 inservice hours consisting of required and elective components appropriate to the paraprofessional's or associate educator's category (the basic program) and additional elective components (the supplementary program). Upon completion of the basic program, a maximum of 30 Master Plan hours or three credits from an accredited college or university (considered equivalent to 60 inservice hours), or a combination thereof, may be included in the supplementary program, provided the hours/credits were earned between July 1, 1980 and June 30, 1985 by an employee who was a M-DCPS paraprofessional/associate educator at the time.
3. Official records of inservice training components completed and participation in the internal certification program shall be maintained by the Office of Professional Development and Career Advancement.
4. Paraprofessionals and associate educators who participate in the internal certification program shall be compensated in accordance with the schedule below as they attain the indicated levels of creditable inservice hours. No hours earned for elective components shall be creditable for the stipend until all required components for the appropriate paraprofessional or associate educator category have been completed.

Stipend Level	Creditable Inservice Hours	Annual Stipend Rate
1	24 - 59 hours	\$150
2	60 - 119 hours	\$300
3	120 - 149 hours	\$450
4	150 - 169 hours	\$550
5	170 - 199 hours	\$700
6	200 or more hours	\$800

5. A paraprofessional or associate educator who receives an internal certification stipend based on inservice training appropriate to the assigned category and who is reassigned to another category shall continue to receive that stipend for one year or until qualifying for the same or higher level stipend appropriate to the new category, whichever occurs first.
6. Paraprofessionals who complete the eight-week Montessori Training Program offered by M-DCPS shall be credited with 60 Master Plan Points in the elective category toward internal certification. Paraprofessionals who attend district-approved Montessori Training at a time other than the regular workday shall be compensated at a rate equal to \$50 per day.

7. Any paraprofessional or associate educator who successfully completes physical restraint training shall be awarded creditable inservice hours to be used towards completion of internal certification requirements.
8. A full-time Paraprofessional, Family Intervention Specialist or an Associate Educator working in an early childhood education program (Pre-K, Kindergarten or primary level) who obtains a Child Development Associate (CDA) Certificate shall be eligible for an annual supplement of \$600. The effective date of the CDA supplement will be the beginning of the first pay period following completion of the CDA requirements. Paraprofessionals/Associate Educators holding a CDA certificate shall be given priority consideration for positions in the Early Childhood Education Program (Pre-K, Kindergarten or primary level).
9. Any paraprofessional/associate educator who is reassigned or promoted from a position on the paraprofessional/associate educator job list into a position in the School Support Personnel category shall be eligible to complete the internal certification program initiated as a paraprofessional/associate educator and shall be entitled to the stipend commensurate with the creditable inservice hours, as provided in this Section.
10. Any paraprofessional/associate educator who, at the time of reassignment or promotion to the School Support Personnel category, was taking college credit courses leading to a Bachelor's degree in Education, shall continue to be eligible to receive tuition reimbursement for a maximum of nine credit hours earned in that fiscal year.

P. Consideration for Teaching Positions

1. A paraprofessional or associate educator holding a State of Florida teaching certificate, but who is not currently teaching, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the paraprofessional or associate educator shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Paraprofessionals and associate educators shall be considered on the basis of service with M-DCPS, quality of that service, and qualifications for the position being sought. The Office of Human Resources shall maintain a list of all paraprofessionals and associate educators meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.

2. A Paraprofessional II, III or Associate Educator holding a State of Florida teaching certificate may be employed as a permanent substitute teacher. At the end of the permanent substitute assignment, such employee has recall rights to a paraprofessional or associate educator position.
- Q. The parties agree to establish a joint ad hoc committee charged with exploring the feasibility of providing an opportunity for paraprofessionals/associate educators to complete an internship as part of a program leading to a Bachelor's Degree in Education with certification in a critical staff shortage area or other areas as agreed to by the parties while maintaining their active pay status. Such initiative should be designed as a cost neutral program. All recommendations and reports of the committee shall be submitted to the Superintendent and the UTD President or Designee.

## **Section 2. School Support Personnel**

- A. School support personnel shall be classified in one of the following:
- \*1. College Assistance Program (CAP) Advisor -- includes work in senior high schools assisting students and their parents by providing information on college entrance requirements, applications, and scholarships.
    - a. Full-time CAP Advisors shall be placed on the AO (Bachelor's) Salary Schedule.
    - b. CAP Advisors employed subsequent to September 15, 1994 shall be required to have a Bachelor's degree or higher.
    - c. Part-time CAP Advisors with a Bachelor's degree or higher shall be placed on the AT (Bachelor's) hourly pay schedule.
    - d. Non-degreed part-time CAP Advisors shall be paid the hourly rate of their assigned pay grade on the U1 Salary Schedule.
  - \*2. Interpreter for Hearing Impaired -- includes work providing sign language interpretations for hearing impaired students.
  3. School Resource Specialist -- includes work overseeing School Security Monitors who are providing school-site security and requires an Associate of Arts or Science Degree or the equivalent thereof.
  - \*4. School Security Monitors -- includes work in providing school-site security.

- \*5. Community Involvement Specialist -- includes responsibility in: (a) senior high schools assisting counselors with substance abuse prevention programs; and/or, (b) support services targeted at parent involvement/education activities.
- \*6. Instructional Management Systems Specialist -- includes work in assisting instructional personnel in operating and supporting computerized instructional management systems.
- \*7. Computer Laboratory Specialist -- includes work with students and teachers in using computer laboratory resource and equipment.
8. Occupational Therapy Assistant -- includes work in assisting a professional Occupational Therapist in providing occupational therapy services.
9. Physical Therapy Assistant -- includes work in assisting a professional Physical Therapist in providing physical therapy services.
- \*10. Athletic Trainers -- includes work in providing services regarding the prevention, emergency treatment, and rehabilitation of sport injuries to student athletes.
11. Qualifications for each of the above-listed positions are by reference made a part of this Contract.

\*School-site based support personnel under the supervision of the principal or the principal's designee.

## B. Duties

1. The duties of school support personnel are set forth in the respective job descriptions. Their duties are clearly not those of teachers. School support employees shall not be used in place of teachers or substitute teachers. School security monitors may be used to assist in controlling traffic on campus. In such instances, appropriate safety gear and training will be provided.
2. Job descriptions for school support personnel and changes thereto shall be developed by M-DCPS and reviewed by the bargaining agent. They shall be distributed to each work location and made available to each affected employee in a timely manner.

## C. Hiring

1. No individual shall be hired or rehired for a vacant school support position until qualified school support personnel returning from leave have been placed, applicable recall pools have been exhausted, and qualified applicants for transfer have been considered.

If a position remains unfilled, priority consideration will be given to part-time school support personnel employed at the worksite where the vacancy exists.

2. The normal hiring rate for new full-time, part-time, and temporary employees shall be the first step of the appropriate pay grade. Under special circumstances, and with the approval of the Chief Personnel Officer for Human Resources, an employee may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.
3. Re-employed school support employees who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave) and placed on the step for which they would have been eligible had they been on board-approved leave.
4. Full-time support personnel new to M-DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular school support personnel. Such additional days shall be considered as part of the regular school year and shall be used in computing new school support personnel daily rates of pay for the year.

## D. Probationary Period

1. The probationary period for all newly-hired school support personnel shall be 90 days. Unsatisfactory performance during such a probationary period is sufficient grounds for immediate separation from employment.
2. The probationary period for school support personnel changing to a position having a different job classification shall be 60 days. Unsatisfactory performance during such probationary period is sufficient grounds for return to the prior job classification as soon as a position becomes available.

## E. Workday

1. The school support employee's workday shall be seven hours and five minutes at the elementary level and seven hours and 20 minutes at the secondary level, except for School Security Monitors and School Resource Specialists, whose workday shall be eight hours.
2. The workday shall include a duty-free lunch period of at least 30 minutes and two 10-minute daily breaks separate from and not attached to the duty-free lunch period. The first break shall be in the morning and the second break shall be in the afternoon. Part-time school support personnel who work five hours per day shall be allowed one 15-minute daily break.

## F. Transfer

1. School support employees shall be afforded the opportunity to transfer from one work location to another.
2. All full-time job vacancies shall be advertised by the Office of Human Resources and posted at each M-DCPS work location for a period of one week. Such job advertisements shall be posted on the Union bulletin board immediately upon receipt at each work location. No vacancy shall be filled until after the fifth workday following advertisement of the position.
3. Once a school support employee has fulfilled the requirements for a transfer and has been accepted at another work location, the maximum time the current supervisor may retain the employee in the current position is 10 workdays, unless otherwise authorized, in writing, by the Chief Personnel Officer for Human Resources.

## G. Layoff

1. Layoff is defined as the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. When it is necessary to identify an employee for layoff, the least senior employee in the affected job classification at the work location shall be laid off.

In instances where the UTD building steward is employed as school support personnel, said steward shall be exempted from layoff except here an entire program is eliminated.

3. In the event that the least senior interpreter is a One-to-One Interpreter, an exception to Paragraph 2 may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the interpreter, who is less senior, to the Assistant Superintendent for the Office of Human Resources. These requests shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.
4. However, in the event it becomes necessary to effect a layoff in the physical and occupational therapy programs, county-wide seniority shall determine which employee(s) is to be laid off.
5. Seniority, for the purpose of layoff, is the total full-time service as an employee of M-DCPS in any capacity. Service as a substitute teacher shall be counted only when 99 days are worked during the regular school year.
6. Layoffs will be effected as follows:
  - a. The Office of Human Resources shall be notified, in writing, by the supervising administrator of the requirement for layoff, and the reason therefore, prior to any announcement relative to a possible layoff.
  - b. The Office of Human Resources shall verify the need for the layoff. If the layoff is required, the Office of Human Resources shall determine the specific employee(s) to be laid off. The notice shall contain information concerning the employee's residual benefits. The employee shall acknowledge receipt of the notification. The effective date of the layoff shall be no less than 10 workdays after receipt of notification.
  - c. During the 10-workday notification period, efforts shall be made to place the affected employee in a position for which qualified.
7. In the event it becomes necessary to effect a reduction-in-force for Physical and Occupational Therapy Assistants, county-wide M-DCPS seniority within the affected program (i.e., Physical and Occupational Therapy Assistants) shall be utilized to determine which employees are to be laid off.

## H. Recall

1. Recall, as defined, is the calling back for rehire of a previously laid-off employee.
2. No new personnel will be employed as school support personnel until all recall pools of school support personnel, available, qualified, and willing to fill the position, have been exhausted.
3. Seniority, for the purpose of recall, is defined as the total full-time service as an employee of M-DCPS in any position. Service as a substitute teacher shall be counted only when 99 days are worked during the regular school year.
4. Three recall pools shall be established for each category. All school support personnel laid off at a work location will be placed in order of county-wide seniority in the work location recall pool, in the area-wide recall pool, and in the county-wide recall pool for that category. Laid-off school support personnel shall remain in the recall pools for two years or until recalled, whichever occurs first.

## I. Salary

1. Salaries for school support employees shall be adjudicated on the U1 Salary Schedule in such a manner that all employees receive the amount indicated for their classification and years of experience.
2. The effective date of the salary schedule shall be the first day of the 10-month work year.
3. Eligible school support employees shall advance one step on the first day of the 10-month year on the U1 Salary Schedule, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties.
4. A year of experience for salary purposes is defined as 99 or more days of service with M-DCPS as a school support employee in any school year.
5. A school support employee who is hired as a full-time teacher (including permanent substitute) or for a full-time school support position having a different paygrade shall be placed on the appropriate salary schedule and grade at the lowest step which provides a salary increase.

6. The daily rate for school support employees for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor as is applicable for other 10-month employees in the bargaining unit.
7. Full-time School Support Personnel, covered by the overtime provisions of the Fair Labor Standards Act, who are directed by an administrator to work beyond his/her normal workday, shall be compensated by being paid one and one-half times their regular hourly rate. Full-time CAP Advisors and Athletic Trainers who are on the AO Salary Schedule are not subject to the overtime provisions of the Fair Labor Standards Act.
8. In the event that Physical and Occupational Therapy Assistants are required or assigned beyond the regular workday for service to homebound students, the therapy session rate shall be \$13 per 30-minute session. Payments for such sessions shall be in addition to regular salary, but in lieu of any overtime or hourly rate for the service.
9. Part-Time Physical/Occupational Therapy Assistants shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.
10. Interpreters for the Deaf or Hard-of-Hearing shall receive credential supplements as follows: QAI - \$1,000; QAIII - \$2,000; and RID - \$3,000. The supplement shall be effective the beginning of the pay period following receipt of the appropriate certificate.
11. The hiring rate for part-time Interpreters for the Deaf or Hard-of-Hearing shall be Step 5 of the appropriate pay grade. Such employees shall not be eligible for step advancement. When a part-time interpreter is assigned to a full-time interpreter position, he/she will be placed on the step which gives salary credit for the time employed as a part-time interpreter, pursuant to Article XVII, Section 2, I(4).
12. The base salary range for full-time Athletic Trainers shall be steps 1 through 10 of the AO Salary Schedule as specified in Appendix E, Sections 2 and 3.

J. Compensatory Benefits

1. Unless specifically exempt under the Rules and Regulations of the Florida Retirement System, all full-time, part-time, and temporary employees must participate in the Social Security and the Florida Retirement System.
2. Compensatory benefits for school support employees are stipulated in Appendix D.

3. In-county travel reimbursement for Physical and Occupational Therapy Assistants will be based on the assigned home school for each assistant.

K. Consideration for Teaching Positions

1. A school support employee holding a State of Florida teaching certificate, but who is not currently a M-DCPS teacher, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the employee shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. School support personnel shall be considered on the basis of service with M-DCPS, quality of that service, and qualifications for the position being sought.

The Office of Human Resources shall maintain a list of all school support personnel meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.

2. A school support employee holding a State of Florida teaching certificate may be employed as a permanent substitute teacher.

L. Physical/Occupational Therapy Assistant Evaluation and Tuition Reimbursement

1. Physical and Occupational Therapy Assistants shall be supervised and evaluated by the Division of Exceptional Student Education. The current evaluation instruments for Educational Support Personnel shall be used for such purposes.
2. Tuition reimbursement is available to Physical and Occupational Therapist Assistants who take college credit courses when such courses are part of a formal program leading to a degree and a license as a Physical or Occupational Therapist, provided the employee agrees to work with M-DCPS for at least three years after receiving his/her therapist license.
3. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a degree and a license as a Physical and Occupational Therapist. Advance approval by the Office of Exceptional Student Education and Psychological Services is needed for other courses; such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.
4. Physical and Occupational Therapist Assistants shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits

earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the equivalent.

5. To obtain tuition reimbursement, the employee shall submit an application to Compensation Administration, with the following attached:
  - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.
  - b. verification from the college/university of the tuition paid (Form FT1).
  - c. the principal's advance written approval when required under paragraph 2.
6. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

M. Tuition Reimbursement -- Select School Support Personnel

1. Tuition reimbursement is available to School Security Monitors and School Resource Specialists who take college credit courses when such courses are part of a formal program leading towards a Bachelor's degree in Education, psychology or counseling, criminal justice, or when such courses strengthen professional skills or lead towards certification as a law enforcement officer and improve the effectiveness of School Security Monitor duties.
2. Tuition reimbursement is available with no advance approval to Community Involvement Specialists, Instructional Management Systems Specialists, Interpreters for the Deaf and Hard-of-Hearing, Family Intervention Specialists, and Computer Laboratory Specialists who take college credit courses when such courses are part of a formal program leading towards a Bachelors Degree in Education, or when such courses strengthen professional skills or improve the effectiveness of their assigned duties. Advance approval by the school principal is needed for other courses. Such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.
3. For School Security Monitors and School Resource Specialists, no

advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in Education, psychology or counseling, criminal justice or a program which leads towards certification as a law enforcement officer. Advance approval by the School Resource Specialist and/or School Security Monitor's principal and the Chief of Miami-Dade County Public Schools Police is needed for other courses. Such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.

4. The employees mentioned above shall be eligible to receive reimbursement for tuition for a maximum of nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the equivalent.
5. To obtain tuition reimbursement, the employee shall submit an application to the Compensation Administration, with the following attached:
  - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned;
  - b. verification from the college/university or law enforcement training institution of the tuition paid (Form FT1); and
  - c. the principal's and the aforementioned Chief's advance written approval, when required under paragraph 2.
  - d. the Principal's advance written approval, when required under paragraph 2.
6. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. A School Security Monitor, School Resource Specialist, Community Involvement Specialist, Instructional Management Specialist, Interpreter for the Deaf and Hard-of-Hearing and Computer Laboratory Specialist who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

N. School Security Monitor Uniforms

The Board agrees to provide School Security Monitors with clothing that identifies them as such, and that said clothing be uniform throughout the district.

Additionally, the Board agrees that such clothing shall consist of at least a shirt, light jacket, raincoat, or vest, which must be worn while on duty.

O. Inservice Training

The Board agrees to provide inservice training for School Security Monitors by the Miami-Dade County Public Schools Police. Such training will be provided during scheduled planning/preparation days. These workshops are mandatory for all School Security Monitors. A joint subcommittee will review training options and provide input.

P. School Security Monitor Pay Grade Advancement

The following criteria must be met to advance from pay grade 7 to pay grade 12:

1. Pay grade advancement for a School Security Monitor requires a high school diploma or equivalent certification and at least 60 semester hours with a minimum of 15 semester hours in education, psychology or counseling, or criminal justice from an accredited college or a certificate of completion of basic law enforcement training from an accredited law enforcement training institution.
2. A School Security Monitor who meets the above criteria shall be placed on the same step on the pay grade 12 salary schedule as the step held on the pay grade 7 salary schedule.

Q. Interpreters for the Deaf or Hard-of-Hearing

1. Interpreters for the Deaf or Hard-of-Hearing shall be given an opportunity to provide input regarding the class schedule for assigned student(s) who are identified as deaf or hard-of-hearing.
2. Interpreters for the Deaf or Hard-of-Hearing may use planning/preparation days for inservice, subject area meetings, and seminars for the purpose of obtaining certification or recertification as interpreters with prior approval of the principal/supervisor.
3. Interpreters for the Deaf or Hard-of-Hearing should not be assigned to perform clerical functions which are not directly related to their duties or responsibilities.

### Section 3. Job Listings and Salary Schedules

#### ***PARAPROFESSIONAL/ASSOCIATE EDUCATOR JOB LISTING***

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
4217	Paraprofessional III-Behavioral	15
4218	Paraprofessional III-Bilingual	15
4219	Paraprofessional III-General	15
4220	Paraprofessional III-Montessori	15
4221	Paraprofessional III-Pre-K	15
4222	Paraprofessional III-Social Services	15
4223	Paraprofessional III-Therapeutic	15
* 4224	Paraprofessional III- Vocational	15
4226	Paraprofessional III - Therapeutic	15
4227	Paraprofessional III - Behavioral (P)	15
* 4228	Paraprofessional III- General	15
4229	Paraprofessional III- Vocational	15
* 4240	Paraprofessional II (General)	12
* 4241	Paraprofessional I (General)	7
* 4242	Paraprofessional I (Vocational)	7
4243	Paraprofessional I - Behavioral (P)	7
4245	Paraprofessional II - Behavioral (P)	12
* 4247	Paraprofessional II (Vocational)	12
4256	Paraprofessional II (Vocational)	12
4259	Paraprofessional II (General)	12
4260	Paraprofessional I (General)	7
4263	Paraprofessional II (Therapeutic)	12
4264	Paraprofessional I (Therapeutic)	7
4266	Paraprofessional II (Behavioral)	12
4267	Paraprofessional I (Behavioral)	7
4268	Paraprofessional II (Bilingual)	12
4269	Paraprofessional I (Bilingual)	7
4271	Paraprofessional I (Vocational)	7
4272	Paraprofessional II (Social Service)	12
4273	Paraprofessional I (Social Service)	7
* 4276	Paraprofessional II (Therapeutic)	12
4277	Paraprofessional I ( Pre-K)	7
4278	Paraprofessional II (Pre-K)	12
4292	Paraprofessional I - Therapeutic (P)	7
4293	Paraprofessional II - Therapeutic (P)	12
4294	Paraprofessional I (Montessori)	7
4295	Paraprofessional II (Montessori)	12
* 8045	Paraprofessional I (Bilingual)	7
4246	Associate Educator I	14
4225	Associate Educator II	15

## **SCHOOL SUPPORT PERSONNEL JOB LISTING**

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
0981	Athletic Trainer	AO
1600	College Assistant Program Advisor	AO
* 4005	Community Involvement Specialist	12
4039	Community Involvement Specialist	12
4231	Community Liaison Specialist	23
4238	Health Screening Technician I	15
4239	Health Screening Technician II	21
* 4248	Community Liaison Specialist	23
4249	AESOP Specialist	12
4250	Classroom Assistant (Part-time)	7
* 4251	Family Resource Specialist	12
4252	Computer Laboratory Specialist	12
4253	Instructional Management System Specialist	14
* 4254	Instructional Management System Specialist	14
4258	Correctional Program Facilitator	23
* 4261	Family Intervention Specialist II	12
4262	Family Intervention Specialist II	12
4265	Family Intervention Specialist I	7
4298	Interpreter for the Deaf or Hard-of-Hearing - Non-Certified	12
4281	Interpreter for the Deaf or Hard-of-Hearing QA	23
* 4285	Interpreter for the Deaf or Hard-of-Hearing QA	23
4282	Interpreter for the Deaf or Hard-of-Hearing QA II	23
4283	Interpreter for the Deaf or Hard-of-Hearing QA III	23
4284	Interpreter for the Deaf or Hard-of-Hearing RID	23
4286	Physical Therapist Assistant	23
4287	Occupational Therapist Assistant	23
* 4291	Interpreter for the Deaf or Hard-of-Hearing QA III	23
* 4296	Interpreter for the Deaf or Hard-of-Hearing QA II	23
4297	Lifeguard	14
4299	Job Coach	15
* 4300	Interpreter for the Deaf or Hard of Hearing- Non-Certified	12
* 4302	Job Placement Specialist	21
* 8004	School Security Monitor	7
* 8007	School Security Resource Specialist	23
8008	School Security Resource Specialist	23
8010	School Security Monitor	7
8033	School Security Monitor II	12
* 8034	School Security Monitor II	12

All jobs listed are 10-month positions, except those indicated with an asterisk (\*), which are 12-month positions.

**Section 4. Paraprofessionals, Associate Educators, and School Support Personnel Salary Schedules  
(10-month/12-month)**

**PARAPROFESSIONALS, ASSOCIATE EDUCATORS, AND SCHOOL SUPPORT PERSONNEL  
10-MONTH (U1)  
(Effective August 21, 2003)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
7	11,468	11,970	12,441	12,944	13,435	13,908	14,410	15,312	17,403	18,223	18,736	19,248	21,242	23,536
12	13,670	14,184	14,738	15,322	15,927	16,512	17,127	18,203	20,766	21,586	22,098	22,611	24,605	26,882
13	14,040	14,738	15,312	15,927	16,522	17,127	17,884	19,516	21,576	22,396	22,908	23,421	25,415	27,688
14	14,718	15,312	15,927	16,512	17,127	17,783	19,516	20,346	22,211	23,032	23,545	24,057	26,051	28,321
15	15,270	15,927	16,512	17,127	17,783	19,516	20,346	20,756	22,857	23,677	24,190	24,702	26,696	28,963
21	19,146	19,853	20,643	21,463	22,314	23,196	24,108	25,051	28,189	29,009	29,521	30,034	32,028	34,268
23	22,160	23,237	24,160	25,112	26,117	27,122	28,178	29,275	32,853	33,673	34,186	34,698	36,692	38,909

The top step of this schedule has been increased by \$900 over the prior schedule.  
All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 8/21/03.

**12-MONTH (U1)  
(Effective August 21, 2003)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
7	13,762	14,364	14,930	15,533	16,122	16,690	17,292	18,375	20,884	21,868	22,484	23,098	25,491	28,244
12	16,404	17,021	17,686	18,387	19,113	19,827	20,553	21,844	24,920	25,904	26,518	27,134	29,526	32,259
13	16,848	17,686	18,375	19,113	19,827	20,553	21,461	23,420	25,892	26,876	27,490	28,106	30,498	33,226
14	17,662	18,375	19,113	19,815	20,553	21,340	23,420	24,416	26,654	27,639	28,254	28,869	31,262	33,986
15	18,324	19,113	19,815	20,553	21,340	23,420	24,416	24,908	27,429	28,413	29,028	29,643	32,036	34,756
21	22,976	23,824	24,772	25,756	26,777	27,836	28,930	30,062	33,827	34,811	35,426	36,041	38,434	41,122
23	26,592	27,885	28,992	30,135	31,341	32,547	33,814	35,130	39,424	40,408	41,024	41,638	44,031	46,691

The top step of this schedule has been increased by \$1080 over the prior schedule.  
All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 8/21/03.

**PARAPROFESSIONALS, ASSOCIATE EDUCATORS, AND SCHOOL SUPPORT PERSONNEL  
10-MONTH (U1)  
(Effective January 2, 2004)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
7	11,468	11,970	12,441	12,944	13,435	13,908	14,410	15,312	17,403	18,223	18,736	19,248	21,242	24,436
12	13,670	14,184	14,738	15,322	15,927	16,512	17,127	18,203	20,766	21,586	22,098	22,611	24,605	27,782
13	14,040	14,738	15,312	15,927	16,522	17,127	17,884	19,516	21,576	22,396	22,908	23,421	25,415	28,588
14	14,718	15,312	15,927	16,512	17,127	17,783	19,516	20,346	22,211	23,032	23,545	24,057	26,051	29,221
15	15,270	15,927	16,512	17,127	17,783	19,516	20,346	20,756	22,857	23,677	24,190	24,702	26,696	29,863
21	19,146	19,853	20,643	21,463	22,314	23,196	24,108	25,051	28,189	29,009	29,521	30,034	32,028	35,168
23	22,160	23,237	24,160	25,112	26,117	27,122	28,178	29,275	32,853	33,673	34,186	34,698	36,692	39,809

The top step of this schedule has been increased by \$900 over the prior schedule.  
All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 1/02/04.

**12-MONTH (U1)  
(Effective January 2, 2004)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
7	13,762	14,364	14,930	15,533	16,122	16,690	17,292	18,375	20,884	21,868	22,484	23,098	25,491	29,324
12	16,404	17,021	17,686	18,387	19,113	19,827	20,553	21,844	24,920	25,904	26,518	27,134	29,526	33,339
13	16,848	17,686	18,375	19,113	19,827	20,553	21,461	23,420	25,892	26,876	27,490	28,106	30,498	34,306
14	17,662	18,375	19,113	19,815	20,553	21,340	23,420	24,416	26,654	27,639	28,254	28,869	31,262	35,066
15	18,324	19,113	19,815	20,553	21,340	23,420	24,416	24,908	27,429	28,413	29,028	29,643	32,036	35,836
21	22,976	23,824	24,772	25,756	26,777	27,836	28,930	30,062	33,827	34,811	35,426	36,041	38,434	42,202
23	26,592	27,885	28,992	30,135	31,341	32,547	33,814	35,130	39,424	40,408	41,024	41,638	44,031	47,771

The top step of this schedule has been increased by \$1080 over the prior schedule.  
All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 1/02/04.

## ARTICLE XVIII -- OFFICE EMPLOYEES

### INTRODUCTION

The terms and conditions of employment for office employees, identified in Appendix F, are limited to those provisions cited in this Article which specifically cover these employees and provisions in other articles which do not limit themselves to other groups of employees.

#### Section 1. Work Schedule

- A. The standard number of working hours during any standard work week will be 37-1/2 hours, exclusive of lunch periods, without a reduction in the current established biweekly wage rate, provided, however, that overtime shall accrue after 37-1/2 hours.
- B. All office employees shall have a duty-free lunch period. This duty-free lunch period shall consist of at least 30 minutes.
- C. Each employee shall be guaranteed two 15-minute breaks per working day.
- D. Office employees who spend a majority of the workday working with a Video Display Terminal (VDT) shall be permitted to perform other job-related duties (e.g., answer phones, file, etc.) 10 minutes out of every hour.
- E. Employees shall be entitled to two days off at the completion of the standard work week.
- F. The use of sign-in and sign-out sheets designating time-in and time-out is authorized for payroll purposes only. The use of time clocks and similar devices is prohibited, except for hourly employees. Under no circumstances shall highlighting or circling be used.
- G. An employee shall be released from a work location early when it is determined by the supervising administrator that the employee's personal safety would be placed in jeopardy by remaining unaccompanied at the work location site.
- H. Ten-month employees shall have an opportunity to select an alternative teacher planning day/work year schedule when developed by the Calendar Committee and approved by the Board. At least one-half of the total number of secretarial/clerical staff members at each work location are authorized to exercise the option to select an alternative teacher planning day schedule on each of the designated days.

- I. The parties shall discuss the need for establishing a four-day work week prior to implementation of a four-day work week. A four-day work schedule may be implemented by the Board after these discussions and subsequent notification to the Union. Employees affected shall be given no less than two weeks' notice of the changed schedule.

Adoption of such schedule for any employee shall not be considered an avoidance of overtime. Such schedule shall be for four consecutive days. Where a four-day work week schedule is adopted, the workday shall consist of nine and one-half duty hours plus the duty-free lunch period.

Each employee on the four-day work week schedule shall be entitled to two 20-minute breaks per working day.

- J. Except in unanticipated instances, employees assigned to the Office of Information Technology shall be given a minimum of two weeks' written notice before the implementation of changes in shift assignment.
- K. When an emergency is declared by the Superintendent, and employees are generally excused from work because of said emergency, those employees required to work during the emergency shall receive two times their regular rate of pay for such work.
- L. Employees may, with the approval of the work-site administrator, modify their workday schedule (i.e., beginning and ending times adjusted, but not overall daily working hours). Assignment to a flexible hours schedule will be voluntary and shall not be used to circumvent overtime provisions.
- M. Except in case of emergency, office employees shall not be used in lieu of a teacher or a substitute to cover classes or supervise students.

## **Section 2. Overtime Rate**

Overtime pay or compensatory time must be granted to all eligible employees who work over 40 hours per week in one or more positions (full and/or part-time) at one or more work locations.

- A. Employees who, with prior approval, work overtime, shall receive either compensation or compensatory time as follows:
  - 1. Employees who, with prior approval, work overtime shall be compensated at an hourly rate one and one-half times their regular hourly rate of their primary position.

2. Employees shall have the option of receiving compensatory time, in lieu of overtime pay, at a rate of one and one-half times the amount of overtime worked.
    - a. The maximum number of hours of compensatory time an employee may accrue is 30 hours at any given time.
    - b. Upon termination for any reason or upon reassignment to a different position or location, employees shall be paid for authorized accrued compensatory time.
    - c. Accrued compensatory time shall not be carried over into the next fiscal year. Payment for such authorized accrued compensatory time will be made in the last pay period of the fiscal year.
  3. Compensatory time off and the rate(s) of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding this Act.
- B. Any employee who is unable to perform overtime work shall not be penalized in any manner and shall not be required to work beyond the standard workday and/or work week, except by mutual agreement of the supervising administrator and the employee.

### **Section 3. Additional Part-Time Employment**

Employees who desire to work part-time in another position with M-DCPS (such as part-time teaching in the adult program or the secretarial/clerical inservice training program), during hours outside the regular hours of their primary employment, may do so. Payment for the primary and any such additional part-time employment will be computed in compliance with the FLSA.

### **Section 4. Job Vacancies**

Job vacancies for which office employees are eligible to apply will be posted at each work location for a period of one week. Electronic mail may be utilized for this purpose, provided that the vacancy is also advertised in the Weekly Reader. Job advertisements shall be posted on the Union-designated bulletin board space immediately upon receipt at each work location. No vacancy shall be filled until after the fifth working day following advertisement of the position.

No new allocated clerical position will be filled for more than 60 days by any person who has not passed the clerical test for that position. The position will be re-advertised as a

vacant position prior to the expiration of the 60-day period. If no employee who has passed the clerical test for that position applies, pursuant to said advertisement period, the employee presently filling the position shall be retained. During the re-advertisement period, the employee who has not passed the clerical test for that position shall continue to fill the position.

It is further understood that no person from another bargaining unit may take an open clerical position, as long as qualified office employees are available.

## **Section 5. Transfers/Promotions**

- A. Any permanent employee may file an application for transfer using the form designated for that purpose by Human Resources. The form on which such application is made may be obtained from Human Resources or from the work site. It must be completed by the employee, signed by the supervising administrator, indicating his/her acknowledgment, and returned to the Executive Director for Non-Instructional Staffing, Human Resources, with a copy to the immediate supervisor.
- B. Consideration for transfer will be given to qualified transfer applicants on the basis of seniority, first within job classification and second within the system. That is, the transfer applicant anywhere in the system having the most experience in positions having the same job code and job title as the one to be filled will receive first consideration for transfer to that position, followed by the applicant with the next most experience, etc. If applicants have equal qualifications and seniority within the job classification, priority for consideration will be given to the applicant having the longest employment with the school system.
- C. Prior to receiving a promotion, the employee must have satisfactorily met all requirements for the position. A qualified and eligible office employee, who applies for a vacancy at his/her work location, which would result in a promotion, shall be given first consideration by the work location supervising administrator to fill such position. In the event a work location supervising administrator determines that a vacancy will be filled by a qualified and eligible unit member at the work location, he/she is authorized to waive the contractual requirement for advertising such vacancy district-wide.
- D. When an employee is promoted or assigned to a position which is classified in a higher pay grade, he/she shall be given an increase to the first step of the new salary range, effective the start of the next pay period after Board approval. When his/her current salary is already in excess of the first step, he/she will be placed on that step of the new grade which provides at least the equivalent of a one salary step increase. If his/her salary is equal to or above the maximum of the range for the position to which he/she is assigned, no change in salary shall be considered.
- E. Once an employee, who has fulfilled the requirements of the transfer provisions has been hired at another work location, the maximum time his/her current

employer may retain him/her in the position shall be for no more than 10 workdays, unless otherwise authorized, in writing, by the Superintendent or designee.

- F. An employee who is promoted shall be considered probationary for the first 60 workdays in the new position.

At the beginning of such probationary period, the promoted employee shall receive, within 10 days of receiving promotion, a copy of the job description for the position, as well as any other requirements and/or expectations of the supervising administrator for acceptable performance in the position. In all instances of concern about a promoted employee's performance, such employee shall be advised of the concern, given suggestions for improvement in a timely fashion, and allowed a reasonable amount of time for improvement to occur; in no case, however, shall such amount of time extend beyond the end of the contractual probationary period. If a promoted employee's performance is determined by the supervising administrator to be unacceptable during the probationary period, he/she shall, without recourse, be returned to a position substantially equivalent to the one held prior to the promotion, as soon as such a position is available.

- G. Where an employee is demoted, as a result of his/her inability to perform satisfactorily, such employee will be placed on the same step in the lower pay grade (e.g., from Step 5, pay grade 17 to Step 5, pay grade 15).
- H. Where an employee is reassigned to a position in a lower pay grade at his/her own request or in lieu of layoff, such employee shall be placed on the step in the lower pay grade that reflects his/her current salary. In no case shall such employee's salary exceed the maximum of the lower pay grade.
- I. Probationary employees shall not be eligible to apply and be selected for a transfer or promotion. However, employees on probationary status may be granted a transfer to a lateral or lower pay grade position.

## **Section 6. Layoffs**

Layoff is defined as the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part. The Board agrees to provide the Union with a list of names of the employees being laid off, and such notice shall be sent at the same time that it is issued to each employee so affected.

Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. In no event shall the Board give employees less than 10 working days' notice.

It is agreed that the following guidelines shall govern when layoffs of personnel are necessary:

- A. There shall be no "bumping downward" in the layoff procedure. Employees shall be laid off by job code, according to the procedures contained in this Section.
- B. Layoffs by job code at the work location shall be in reverse order of total system seniority.
- C. When employees of the same job code at the same work location have the same total system seniority, layoff will be in reverse order of seniority at the work location.
- D. Any sick leave forfeited at the time of layoff shall be restored at the time of rehire.
- E. Confidential exempt secretarial personnel shall, in the event of layoff, be placed in the recall pool equivalent to the grade of the exempt position from which they were laid off.
- F. In instances where the UTD building steward is an office employee, said steward shall be exempted from layoff except where an entire program is eliminated.

#### **Section 7. Recall Pool**

- A. Job vacancies shall first be filled from the recall pool, providing qualified personnel are available in the pool. The absence of qualified personnel shall be certified by Human Resources.  
For the purpose of this Section, the word, qualified, is interpreted to include, but not be limited to, the following:
  - 1. Testing ---- must have passed the test for the position; or
  - 2. Seniority -- system-wide seniority.
- B. A recall pool shall be created and maintained for each pay grade for the duration of this Contract.
- C. Personnel who have been laid off shall be eligible to apply for advertised positions that would result in a promotion. Employees in the recall pool shall be given the same consideration for promotion as all other qualified applicants, but shall not be given preference solely because of recall pool status.
- D. Employees in the recall pool shall be obligated to inform Human Resources of their current telephone number and address on forms to be provided by M-DCPS.
- E. Human Resources will notify the employee first by telephone of a job vacancy and confirm by certified mail. All telephone communications will be properly logged.
- F. In the event Human Resources is unable, notwithstanding due and diligent effort, to communicate by telephone to such employee in order to inform him/her of such vacancy, then the employee in the recall pool next in line shall be

contacted.

Failure to contact the employee shall not result in the loss of his/her position on the recall list.

- G. Unit members placed in the recall pool, who do not accept the position offered within 72 hours of such offer, will be placed at the bottom of the recall list, regardless of seniority. Notification by telephone will be utilized, wherever possible, to expedite the process. Requests for special consideration will be reviewed by Human Resources.
- H. All job vacancies which cannot be filled from the recall pool shall be advertised, pursuant to Section 4.

### **Section 8. Job Classification**

- A. The Chief Personnel Officer for Human Resources shall be responsible for the day-to-day administration and management of the classification plan.

This authority shall include:

- 1. the administration of the rules and regulations governing this classification plan Board Rules, Administrative Regulations, and provisions of the collective bargaining agreement pertaining to same;
  - 2. the supervision of all activities pertaining to the management of the classification and compensation plans;
  - 3. the classification of all new jobs;
  - 4. the reclassification of existing jobs, when necessitated by defined conditions;
  - 5. the maintenance of current and accurate job descriptions for all approved jobs; and
  - 6. the surveying of all approved jobs to ensure that each job is allocated to the proper job classification.
- B. The Chief Personnel Officer for Human Resources shall be the final authority for the classification or reclassification of approved jobs.
  - C. Classification of New Positions
    - 1. All requests (Job Profile Non-Instructional Personnel) for the establishment of positions new to the bargaining unit shall be submitted

to Compensation Administration, Human Resources, for classification and evaluation.

2. No job shall be approved for funding or otherwise established, until it has been classified and evaluated by Compensation Administration. Minimum qualifications and requirements may be submitted and will be used in the classification process.
3. The classification of a job will be based upon the nature and type of duties and responsibilities. As a guiding principle, those jobs which are sufficiently similar as to duties and responsibilities shall be allocated to the same class and treated the same for personnel and pay purposes.
4. The Compensation Administrator may take into account such other pertinent factors, as may exist, when determining the classification and pay grade of a new position.
5. All proposals or requests to establish new positions shall be submitted to the bargaining unit for its review and comments.

#### D. Reclassification of Job

1. A significant change in the duties and responsibilities of a job may necessitate reclassifying the job. Requests for job reclassification may originate from employees or supervisory personnel and shall be submitted to Compensation Administration.
2. The processing of requests for reclassification shall not be delayed, deferred, or denied and shall not require the approval of the immediate supervisor or department head.
3. Upon receipt by Human Resources of the request for reclassification, Human Resources, within 90 working days, unless time is extended by mutual consent, shall render a decision.
4. An employee occupying a job that is reclassified and the classification is assigned to a higher pay grade shall meet the minimum qualification requirements, including minimum standard test or licensing requirements.
5. Reclassification requests will be considered from January 1 through March 31 of each year. Reclassifications denied may not be resubmitted in the same calendar year. Where deemed appropriate, the Chief Personnel Officer for Human Resources is authorized to waive this provision.

6. In reviewing requests for reclassification, the Compensation Administrator may recommend job, work unit, operational/structural, pay grade adjustment or staffing level changes as an alternative to job reclassification.
7. Salary increases for an employee whose job is reclassified and the classification is assigned to a higher pay grade shall be adjudicated in the same manner as salary increases for promotion.
8. In the event a job is reclassified and the classification is assigned to a lower pay grade, and incumbent cannot be placed in a job assigned to a comparable pay grade, the employee's rate of pay shall remain the same, unless the current rate of pay is above the maximum of the new grade, in which instance, the rate of pay shall be reduced to the maximum of the new grade.
9. Where a position is reclassified to a higher pay grade and the incumbent does not meet the M-DCPS requirements for the higher pay grade, the position shall be considered open and shall be advertised as a job vacancy. Incumbent not meeting the requirements will have 60 working days from the effective date of the reclassification to meet the job requirements. Within 60 working days, he/she may be placed in a position substantially equivalent to the one held prior to the reclassification.

#### E. Pay-Grade Adjustment

The Compensation Administrator, with the concurrence of the Chief Personnel Officer for Human Resources, may adjust the pay grade of a job in the bargaining unit to achieve a greater degree of equity in the grade relationship of jobs in the bargaining unit. In the event the pay grade of a position is so adjusted, the employee's rate of pay shall remain the same, unless the current rate of pay is less than Step 1 of the new grade, in which case, the rate of pay shall be adjusted to Step 1 of the new grade. Prior to adjusting the grade of any job or class of jobs, the bargaining unit will be notified for its review and comment.

#### F. Classification Appeal

1. Whenever an office employee has just cause to question a reclassification decision, the employee may, within 20 days, request, in writing, a review of the decision.
2. Such request shall be forwarded to the Chief Personnel Officer for Human Resources by the employee.
3. The Chief Personnel Officer for Human Resources or designee, within 20 days of receipt of appeal request, shall schedule an appeal conference, and the employee shall be so notified, in writing, of the conference.

4. At such conference, the employee may be accompanied by a representative of the Union and may produce any documents and evidence to support the claim for reclassification.
5. The Chief Personnel Officer for Human Resources or designee shall, within 20 workdays after the appeal conference, render the decision and notify the employee, in writing.
6. The decision of the Chief Personnel Officer for Human Resources shall be final and shall not be subject to the grievance procedure, litigation, or review process.

#### G. Annual Review

The parties may meet annually to review reclassification, classification, appeal, grade adjustment, and such other matters that relate to the classification system.

### **Section 9. Probationary Employees**

Employees who are new in the system shall be considered probationary for the first 90 working days. Thereafter, they shall be considered annual employees subject to annual reappointment. During such probationary period, the employee may be terminated without recourse.

At the beginning of such probationary period, the newly-hired employee shall receive a copy of the job description for the position, as well as any other requirements and/or expectations of the supervising administrator for acceptable performance in the position. In all instances of concern about an employee's performance, such employee shall be advised of the concern, given suggestions for improvement in a timely fashion, and allowed a reasonable amount of time for improvement to occur. In no case, however, shall such amount of time extend beyond the end of the contractual probationary period.

### **Section 10. Job Descriptions**

- A. Human Resources will review and revise job descriptions as it deems necessary. All job descriptions shall be submitted to the Union for its review and comment. Implementation of job descriptions shall also be a subject for the Union's review and comment. The role of the Union in this regard will be advisory in nature.
- B. Office employees who allege they are regularly performing duties substantially divergent from those authorized in official job descriptions shall have the right to a hearing on such allegations with their supervising administrator and that administrator's supervisor. Such allegations shall not be pursued through the grievance procedure unless such a conference has been held. The purpose of the hearing is to clarify for all parties concerned the scope of duties for which the unit member may be held accountable, to avoid unnecessary grievances, and to

reduce morale problems that may exist due to misunderstandings or misinterpretations of job responsibilities. If satisfactory resolution is not achieved at this conference, the employee shall be entitled to utilize the grievance procedure.

### **Section 11. Early Release on Working Day Preceding Holiday**

On a working day which immediately precedes a holiday or vacation, principals or supervising administrators shall have the authority to release unit members 30 minutes early. If the holiday falls on a Monday or the recess begins on a Monday, principals or supervising administrators may, on the preceding Friday, release unit members 30 minutes early.

### **Section 12. Re-employment/Longevity Rights**

- A. Re-employed employees who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave).
- C. A year of experience for salary purposes is defined as 99 or more days of service with M-DCPS in any school year.

### **Section 13. Technological Impact**

The parties agree to continue to monitor the work place in regard to the health, safety, welfare, and training needs of office employees.

### **Section 14. Assignment -- Members of the Same Family**

- A. Members of the same family shall not be assigned to the Division of Finance. Applicants shall disclose whether any such relationship exists prior to potential assignment to this Office. In the event that such a relationship is subsequently incurred, the employees shall disclose the relationship, and a transfer to a position of equal grade in as similar a function as possible shall be expeditiously arranged by the system.
- B. "Members of the same family", for purposes of this Section, mean individuals related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

### **Section 15. Temporary Duty**

- A. A full-time employee subpoenaed as a witness in a case not involving personal litigation shall be granted temporary duty leave with pay, and any witness fees shall be retained by the employee.

B. When an employee is assigned to service away from his/her school or regular place of employment and that assignment requires: (a) the employment of a substitute; (b) payment of travel expenses; or, (c) out-of-county attendance, the employee must complete a request for temporary duty form obtained from Human Resources. The request must be signed and approved by the principal, department head, or division head, as appropriate, and forwarded to Human Resources for final approval. Employees will receive their regular pay and may be allowed expenses, as provided by law, as indicated in Appendix D, Section 3 of this Contract. Temporary duty may be granted to unit members for the following types of assignments:

1. to attend duly-authorized conferences and conventions of national, regional, and state organizations in the field in which the employee is directly involved;
2. to attend PTA/PTSA regional and state conferences and conventions;
3. to attend conventions or conferences of recognized civic groups;
4. to attend state meetings of educational sororities and fraternities;

(In items 1. through 4. above, the employee must be an officer, official delegate, or have a significant part on the program.)

5. to attend meetings and conferences as the representative of the Superintendent. Only the Superintendent or his/her designated representative(s) will approve this type of assignment;
6. to participate in a staff development program approved by the Board; and
7. to attend meetings of educational legislative committees.

C. Conditions Limiting Temporary Duty Assignments

Substitutes will not be provided to cover absences of personnel granted temporary duty under item B.

## **Section 16. Professionalization of Office Employees**

Notwithstanding the wide range of currently available career opportunities for M-DCPS office employees, the task at hand is to make this district even more appealing and progressive in today's competitive market to attract and retain excellent office employees. It is widely recognized that the parties have pioneered a number of creative and innovative programs, services, and strategies. These initiatives have resulted from truly collaborative efforts. The ability to be successful once again will depend upon our achieving consensus on and sustaining a comprehensive

initiative which will enhance the office employee profession.

A. New Employee Orientation

1. Where possible, all newly-hired office employees will attend the New Employee Orientation Program during their probation period.
2. The Union will be provided one hour's time during the New Employee Orientation Program to give Union information.
3. A Union-designated representative shall be given a reasonable amount of time during employee preparation days to consult with new employees at the work location, such time to be mutually agreed to between a Union-designated representative and the principal or immediate supervisor.

B. Training for New Employees

1. Personnel newly-hired as school secretary/treasurers (Job Codes: Elementary - 4550; Junior High - 4121; Senior High - 4112; Opportunity Centers - 4122) shall attend a three-day workshop on accounting procedures prior to the normal 10-month reporting date. The workshop shall be conducted by the Accounting Department in a location to be determined by that department during the three workdays prior to the normal 10-month reporting date for clerical personnel. Personnel required to attend this workshop shall be reimbursed at their normal daily rate for these days.
2. Newly-hired secretary/treasurers are defined as those personnel appointed to the aforementioned job codes who have not previously served in the capacity of secretary/treasurer in a public school district school, exceptional student education center, or adult center. Personnel who cannot attend this workshop due to an extenuating circumstance, such as illness or death in the family, may be excused with the permission of the principal. Reimbursement shall not be provided for any days not present at the workshop.
3. The parties agree to establish a committee to develop a comprehensive training program for all newly-hired employees and submit recommendations for consideration by the Superintendent and UTD President or Designee.

C. Career Development

To encourage M-DCPS secretarial/clerical personnel to enter the teaching

profession, including confidential exempt secretaries, the Office of Professional Development and Career Development will provide the linkage to area colleges and universities for employees pursuing a degree in education.

The Board and the Union agree that M-DCPS secretarial/clerical personnel who become certified to teach and are hired for full-time teaching positions shall be placed on the teachers' salary schedule at the first step which would provide them a salary increase.

D. Career Ladder

The parties agree to maintain the Joint M-DCPS/UTD Career Ladder Task Force for the purpose of reviewing and enhancing the Professional Office Personnel Development Plan for consideration by the Superintendent and the UTD President or Designee. Said task force shall make recommendations to the Superintendent and the UTD President or Designee.

The parties reaffirm their commitment to excellence and improvement in the overall quality of services provided by office personnel through establishment of a system of career advancement (i.e., career ladder) based upon superior performance and professional growth and development.

E. Professional Office Personnel Development Program (POPDP)

It is the intent of the parties to offer a comprehensive training program to improve the skills and increase the productivity of office personnel. The parties have, therefore, agreed to merge two existing programs: the M-DCPS Professional Secretary Program and the Inservice Education Program. The new comprehensive program will be called the POPDP. The POPDP will provide an optional, well-defined Professional Secretary Program (formerly M-DCPS Certified Professional Secretary Program) leading to a professional secretary certificate.

The POPDP program administered by the BHRD will provide:

1. Compensation for POPDP courses taken by full-time employees after normal working hours.

CORE COURSES:

Employees shall receive an increase of \$1.25 per day in the daily rate of pay after satisfactory completion of four core courses, two of which shall be designated by Office of Professional Development and Career Development and two core courses selected by the employees in their area of work assignment.

These courses must be satisfactorily completed before any elective courses are taken. Satisfactory completion of a course is determined by the evaluation procedures in the component design.

#### ELECTIVE COURSES:

Employees shall receive an additional increase of \$.20 per day in the daily rate of pay after satisfactory completion of each additional elective course, up to a maximum of 18 courses. Satisfactory completion of an elective course is determined by the evaluation procedures in the component design.

Those office personnel interested in participating in the Professional Secretary Program may take elective courses above the maximum compensated number of 18. These additional elective courses will not be compensated but will be banked and applied toward the Professional Secretary Program. The registration fee for these additional elective courses leading to a Professional Secretary Certificate shall be reimbursed to the employee. To obtain such reimbursement, the employee shall submit verification of successful completion of the courses and the paid receipts.

2. The optional Professional Secretary Program will be comprised of designated courses within the POPDP. Upon successful completion of the program, the participants will receive a certificate of completion and will be eligible for the annual \$250 Professional Secretary supplement.
3. The Office of Professional Development and Career Development will be responsible for scheduling and advertising all courses within the POPDP. Additionally, the geographic distribution of all POPDP courses will be coordinated throughout the district to facilitate accessibility to these courses. Courses will be advertised to all work locations on an ongoing basis.
4. Collaboration between M-DCPS and other institutions, colleges, universities to offer courses for office personnel. Tuition, fees, etc., are the responsibility of the student.

The parties agree that fees for inservice and professional development courses that are paid for by the employees shall be uniform throughout the District. Additionally, these courses shall be offered throughout the year including the summer recess months.

5. College courses satisfactorily completed will be individually reviewed and considered in lieu of courses taken in the Professional Secretary Program.

6. POPDP courses satisfactorily completed by part-time employees will not be compensated. However, course credit will be banked until such time as the employee becomes full-time.

F. Certified Professional Secretary

Employees who pass the National Certified Professional Secretary Examination shall be eligible for a supplement of \$1,000. Additionally, these employees shall be reimbursed for the cost of the examination upon receipt of proof up to \$200.

G. Office Employee of the Year

The Union and Board, in their continuing efforts to recognize outstanding office personnel, shall develop and implement guidelines and procedures for the nomination, selection, and recognition of an annual Office Employee of the Year. Released time with pay shall be granted to Union representatives serving in this capacity.

H. Evaluation Procedures

The parties agree that all employees are entitled to a fair, equitable, and impartial evaluation. The current evaluation procedure shall continue in force until establishment of a new evaluation procedure by mutual agreement. All documents and procedures pertaining to observation/evaluation systems (i.e., "Interpretative Guide to Evaluation of Office Personnel, Evaluation Instrument, and Evaluation Procedures") are hereby incorporated and made a part of this Contract.

I. Child-Care Program

The parties recognize that a significant and growing number of employees have pre-school age children. Unresolved concerns about caring for them can affect an employee's performance. Therefore, M-DCPS and UTD agree to explore the development of an educationally sound, affordable, and safe pre-school, child-care program for its employees' children.

J. Mentor Secretaries

The parties agree to implement the Mentor Secretary/Clerical Program for the following positions:

- Registrar
- Secretary/Treasurer
- Principal's Secretary
- Data Input Specialist

1. Criteria

Mentor Clericals shall have three consecutive years of acceptable annual evaluations; be currently working in the position for which they are to be a mentor; and said applicant shall have three years' experience in the position for which they are to be a mentor.

2. Responsibilities

The mentor shall provide feedback, guidance, and practical job assistance to the mentee during the first calendar year the mentee holds that position.

Mentors and mentees shall arrange and make a minimum of three work-site visits to the mentee's and/or the mentor's worksite for a minimum of six hours during the mentee's 90-day or 60-day probationary period. The time and duration of said work-site visits shall be mutually agreed upon by the mentor, mentee, and both work-site administrators.

Mentors shall be required to periodically attend training sessions or meetings related to mentoring.

3. Stipend

The parties agree that the stipend for said mentors shall be \$425, to be paid at the completion of the one-year assignment. Those mentors who, for any reason, cannot complete said assignment or assume the duties and responsibilities of another mentor, shall receive a prorated stipend.

The parties agree to monitor this joint M-DCPS/UTD Mentor Secretary/Clerical Program Committee charged with implementation and providing clarification and interpretations of the program's intent. Said committee shall interview all candidates for the purposes of initial appointment and the creation of a pool of available mentors to be assigned by the committee, as needed. The committee shall provide recommendations to the Superintendent and the UTD President or Designee on the status and effectiveness of the program.

## **Section 17. Tuition Reimbursement -- Office Employees**

1. Tuition reimbursement is available to office personnel who take college credit courses when such courses are part of a formal program leading toward a Bachelor's degree in education or in a critical staff shortage area or in a job-related area and when such courses strengthen professional skills and improve effectiveness in performance of employee's primary job assignment.

2. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in education or in a job-related area. Advance approval by the office employee's principal or administrative supervisor is needed for other courses; such approval shall be given only when the course is directly related to the performance of the office employee's primary job assignment; however, such approval shall not be arbitrarily withheld.
3. Office employees shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$70 per semester hour or the equivalent.
4. To obtain tuition reimbursement, the office employee's principal or administrative supervisor shall submit the following documentation to the Compensation Administration:
  - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.
  - b. verification from the college/university of the tuition paid (Form FT1).
  - c. the principal's or administrative supervisor's advance written approval when required under paragraph 2.
5. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An office employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the office employee and the Union.

#### **Section 18. Dismissal, Suspension, Reduction-in-Grade, or Non-Reappointment of Office Employees**

- A. The employee shall have the right to representation on any matter, including discussions on disciplinary action.
- B. The Board agrees to promptly furnish UTD with a copy of any disciplinary action notification against any office employee in this bargaining unit.
- C. Office employees dismissed, suspended, reduced in grade, or not reappointed shall be entitled to appeal such action to an impartial administrative law judge. The employee shall be notified of such action and of his/her right to appeal by

certified mail. The employee shall have 20 calendar days in which to notify the School Board Clerk of the employee's intent to appeal such action. The Board shall appoint such impartial administrative law judge who shall set the date, time, and place mutually agreeable to the employee and the Board for the hearing of the appeal. The Board shall set a time limit at which time the administrative law judge shall present the findings. The findings of the administrative law judge shall not be binding on the Board, and the Board shall retain final authority on all dismissal, suspension, reductions-in-grade, and non-reappointments.

- D. The employee shall not be employed during the time of appeal of such dismissal, suspension, reduction-in-grade, or non-reappointment and, if reinstated by Board action, shall receive payment for the days not worked, less any monies which the employee received from unemployment compensation and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, reduction-in-grade, or non-reappointment.
- E. In those cases where an employee has not complied with Board Rules and/or administrative regulations, but the infraction is not deemed serious enough to recommend dismissal, the supervising administrator may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent.
- F. Nothing contained in this Article shall prevent the Board from disciplining the officers and official representatives of UTD greater than other employees who participate in a strike, if evidence is presented and upheld in an administrative hearing or court proceeding, that these officers and official representatives of UTD encouraged participation by other bargaining unit members in an unlawful job action. Employees disciplined for allegedly engaging in a strike shall have a hearing before an impartial administrative law judge, pursuant to Section 18(C) of this Article.

## **Section 19. Employee Absences**

- A. An employee shall be deemed to be absent-without-leave whenever he/she is absent and has not given prior notice to the appropriate administrator or designee that accrued sick or personal leave is to be used or other leave has been appropriately applied for and approved. Any member of the unit who is willfully absent from duty without leave shall forfeit compensation for the time of such absence and be subject to dismissal.
- B. An unauthorized absence for three consecutive working days shall be evidence of abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing may result in disciplinary actions, including termination. Such action shall not be taken in an arbitrary or capricious manner. An employee recommended for termination for abandonment of position shall have the right to request a review of the facts concerning the unauthorized leave by the Chief Personnel Officer for Human Resources or designee. Such right

shall exist for a period of 10 working days after notification of termination. The employee shall have the right to representation in the review of the facts concerning the unauthorized leave.

- C. When an employee will be absent from work due to illness or injury or due to personal reasons, he/she shall notify the supervising administrator (or designee) as soon as possible, but no later than one hour before the start of his/her scheduled workday. Where an absent employee does not notify his/her supervising administrator, as stipulated herein, and where there are not extenuating circumstances, as determined by the supervising administrator, such employee will have the option to use personal leave or leave without pay. However, such determination by the supervising administrator shall not be made arbitrarily.

## Section 20. Salary

- A. Salary compensation for office employees shall be paid in accordance with Salary Schedule UO, as stipulated in Article XVIII, Section 21 of this Contract.
- B. The Board will comply with prevailing federal minimum wage standards in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
- C. The first step of each pay grade shall be the starting rate for new employees. However, the Chief Personnel Officer for Human Resources may recommend to the Superintendent, within the employee's first 45 days of employment, that an initial compensation rate be authorized up to and including Step 5 of the assigned pay grade where a candidate has been deemed exceptionally well-qualified for the position.
- D. Office employees who are designated by the principal as having the primary responsibility for arranging for substitute teachers on a regular basis shall be paid an annual supplement as follows:

Adult/Vocational Day Program	\$800
Adult/Vocational Evening Program	\$600
Summer Program	\$250
K-12 Program	
Full-Time Student Population (Oct. FTE)	
<hr/>	
1,000 or less	\$ 800
1,001 - 2,000	\$1,000
2,001 - 3,500	\$1,200
3,501	\$1,500

F. Alternative Education Stipend

To be eligible to receive this stipend, an office employee must be employed at the following alternative education sites and must receive an acceptable annual evaluation. Office employees who work full-time in the alternative education sites shall receive an annual \$150 stipend.

Alternative Education Sites

- Academy for Community Education (ACE)
- COPE Centers - North and South
- Corporate Academy - North and South
- J.R.E. Lee Opportunity School
- James L. Knight Center
- Jan Mann Opportunity School
- Juvenile Justice Center
- MacArthur - North and South
- Outreach Program

If additional sites are subsequently established, office employees assigned to these sites will be eligible to receive such supplements.

G. Where an employee is required to wear a uniform (i.e., dental clinic, etc.) the cost, not to exceed \$250 annually, shall be borne by the employer.

H. The office employees in the regular school program, at each M-DCPS work location, who are responsible for handling revenue transactions for the community school program and fee-supported pre-kindergarten programs shall be paid a supplement based on the size of the individual community school program's annual revenue transactions for the previous fiscal year. Supplements shall be authorized for a community school program whose revenues recorded in the internal account are \$25,000 or less or more than \$25,000. Such supplements will be paid in a lump sum on or before September 1 of the subsequent fiscal year, as detailed in the schedule below.

\$25,000 or Less

More Than \$25,000

\$600

\$840

I. Office employees assigned to shift work at Office of Information Technology shall be paid a shift differential as follows: 6.5 percent of base salary for employees on the second shift and 13 percent of base salary for employees on the third shift. The designated shift differential amount will be effective the beginning of the pay period immediately following the shift change.

The parties agree to establish a joint ad hoc committee for the purpose of exploring differentiated salaries for teachers and clerical employees working full-time in an evening program. Said committee will also explore providing an appropriate salary differential for full-time clerical employees who are assigned to work weekends as a part of their regular work week assignment.

**OFFICE PERSONNEL  
10-MONTH (UO)  
(Effective August 21, 2003)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
15	11,193	11,724	12,283	12,862	13,475	14,116	14,786	16,434	17,469	17,883	18,294	20,286	22,585
16	12,283	12,862	13,475	14,116	14,786	15,488	16,224	18,035	19,070	19,484	19,894	21,887	24,178
17	12,862	13,475	14,116	14,786	15,488	16,224	16,995	18,891	19,927	20,341	20,751	22,744	25,030
18	14,116	14,786	15,488	16,224	16,995	17,804	18,649	20,730	21,765	22,179	22,589	24,582	26,859
19	14,786	15,488	16,224	16,995	17,804	18,649	19,536	21,713	22,749	23,163	23,573	25,566	27,838
20	16,224	16,995	17,804	18,649	19,536	20,464	21,438	23,830	24,866	25,280	25,690	27,683	29,945
21	17,804	18,649	19,536	20,464	21,438	22,458	23,524	26,145	27,180	27,594	28,005	29,998	32,248
22	18,649	19,536	20,464	21,438	22,458	23,524	24,639	27,386	28,422	28,836	29,246	31,239	33,483
23	19,536	20,464	21,438	22,458	23,524	24,639	25,809	28,689	29,724	30,138	30,548	32,541	34,779
24	20,464	21,438	22,458	23,524	24,639	25,809	27,038	30,051	31,087	31,501	31,911	33,904	36,135
25	21,438	22,458	23,525	24,639	25,809	27,038	28,323	31,366	32,406	32,792	33,198	35,191	37,415

The top step of this schedule has been increased by \$900 over the prior schedule.

All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 8/21/03.

**12-MONTH (UO)  
(Effective August 21, 2003)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
15	13,047	13,667	14,318	14,996	15,710	16,457	17,237	19,160	20,402	20,920	21,432	23,824	26,585
16	14,318	14,996	15,710	16,457	17,237	18,056	18,914	21,024	22,267	22,785	23,297	25,689	28,441
17	14,996	15,710	16,457	17,237	18,056	18,914	19,815	22,025	23,267	23,785	24,297	26,689	29,436
18	16,457	17,237	18,056	18,914	19,815	20,757	21,742	24,167	25,410	25,927	26,440	28,832	31,568
19	17,237	18,056	18,914	19,815	20,757	21,742	22,777	25,314	26,557	27,074	27,587	29,979	32,709
20	18,914	19,815	20,757	21,742	22,777	23,856	24,992	27,784	29,026	29,544	30,057	32,449	35,167
21	20,757	21,742	22,777	23,856	24,992	26,184	27,425	30,481	31,723	32,241	32,754	35,146	37,851
22	21,742	22,777	23,856	24,992	26,184	27,425	28,725	31,928	33,172	33,689	34,202	36,594	39,291
23	22,777	23,856	24,992	26,184	27,425	28,725	30,090	33,447	34,689	35,207	35,719	38,111	40,801
24	23,856	24,992	26,184	27,425	28,725	30,090	31,520	35,035	36,278	36,796	37,308	39,700	42,382
25	24,992	26,184	27,424	28,725	30,089	31,521	33,071	36,532	37,319	37,812	38,324	40,716	43,393

The top step of this schedule has been increased by \$1080 over the prior schedule.

All employees employed prior to 2/1/03 shall be entitled to one step advancement 8/21/03.

**OFFICE PERSONNEL  
10-MONTH (UO)  
(Effective January 2, 2004)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
15	11,193	11,724	12,283	12,862	13,475	14,116	14,786	16,434	17,469	17,883	18,294	20,286	23,485
16	12,283	12,862	13,475	14,116	14,786	15,488	16,224	18,035	19,070	19,484	19,894	21,887	25,078
17	12,862	13,475	14,116	14,786	15,488	16,224	16,995	18,891	19,927	20,341	20,751	22,744	25,930
18	14,116	14,786	15,488	16,224	16,995	17,804	18,649	20,730	21,765	22,179	22,589	24,582	27,759
19	14,786	15,488	16,224	16,995	17,804	18,649	19,536	21,713	22,749	23,163	23,573	25,566	28,738
20	16,224	16,995	17,804	18,649	19,536	20,464	21,438	23,830	24,866	25,280	25,690	27,683	30,845
21	17,804	18,649	19,536	20,464	21,438	22,458	23,524	26,145	27,180	27,594	28,005	29,998	33,148
22	18,649	19,536	20,464	21,438	22,458	23,524	24,639	27,386	28,422	28,836	29,246	31,239	34,383
23	19,536	20,464	21,438	22,458	23,524	24,639	25,809	28,689	29,724	30,138	30,548	32,541	35,679
24	20,464	21,438	22,458	23,524	24,639	25,809	27,038	30,051	31,087	31,501	31,911	33,904	37,035
25	21,438	22,458	23,525	24,639	25,809	27,038	28,323	31,366	32,406	32,792	33,198	35,191	38,315

The top step of this schedule has been increased by \$900 over the prior schedule.

All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 1/02/04.

**12-MONTH (UO)  
(Effective January 2, 2004)**

Grade	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
15	13,047	13,667	14,318	14,996	15,710	16,457	17,237	19,160	20,402	20,920	21,432	23,824	27,665
16	14,318	14,996	15,710	16,457	17,237	18,056	18,914	21,024	22,267	22,785	23,297	25,689	29,521
17	14,996	15,710	16,457	17,237	18,056	18,914	19,815	22,025	23,267	23,785	24,297	26,689	30,516
18	16,457	17,237	18,056	18,914	19,815	20,757	21,742	24,167	25,410	25,927	26,440	28,832	32,648
19	17,237	18,056	18,914	19,815	20,757	21,742	22,777	25,314	26,557	27,074	27,587	29,979	33,789
20	18,914	19,815	20,757	21,742	22,777	23,856	24,992	27,784	29,026	29,544	30,057	32,449	36,247
21	20,757	21,742	22,777	23,856	24,992	26,184	27,425	30,481	31,723	32,241	32,754	35,146	38,931
22	21,742	22,777	23,856	24,992	26,184	27,425	28,725	31,928	33,172	33,689	34,202	36,594	40,371
23	22,777	23,856	24,992	26,184	27,425	28,725	30,090	33,447	34,689	35,207	35,719	38,111	41,881
24	23,856	24,992	26,184	27,425	28,725	30,090	31,520	35,035	36,278	36,796	37,308	39,700	43,462
25	24,992	26,184	27,424	28,725	30,089	31,521	33,071	36,532	37,319	37,812	38,324	40,716	44,473

The top step of this schedule has been increased by \$1080 over the prior schedule. All employees employed prior to 2/1/03 shall be entitled to one step advancement effective 1/02/04.

## Section 22. Job Listing

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4009	Citizens Information Specialist	18
4031	M/WBE Certification Specialist	22
4032	Purchasing Documentation Specialist	21
4033	Purchasing Assistant	22
4034	Buyer Assistant II	20
4035	Buyer Support Specialist	23
4036	FFE Data Assistant	21
4037	Senior FFE Data Assistant	23
4038	Buyer Assistant I	17
4040	Procurement Specialist	21
4052	Business Management Assistant	23
4053	Reprographics Specialist	24
4054	Educational Payment Specialist	22
4110	SBAB Communications Specialist	20
4112	Treasurer High School	22
4114	Secretary High School	22
4115	Treasurer Elementary (12-mo.)	22
4116	Treasurer Middle School (12-mo.)	22
4117	Treasurer Elementary (10-mo.)	22
4118	Treasurer Middle School (10-mo.)	22
4120	Secretary/Treas. Middle School (12-mo)	22
4121	Secretary/Treas. Middle School (10-mo)	22
4122	School Secretary (12-mo.)	20
4123	School Secretary (10-mo.)	20
4128	Secretary/Treas. Educ. Centers (10-mo)	22
4129	Secretary/Treas. Educ. Centers (12-mo)	22
4130	Secretary Education Centers	22
4131	Treasurer Education Centers	22
4201	Community School Specialist (12-mo.)	19
4202	Community School Specialist (10-mo.)	19
4205	Student Services Specialist I (10-mo.)	16
4206	Student Services Specialist I (12-mo.)	16
4207	Student Services Specialist II (10-mo.)	18
4208	Student Services Specialist II (12-mo.)	18
4209	School Clerk I (12-mo)	16
4210	School Clerk I (10-mo)	16
4211	Library Media Center Assistant (10-mo)	17
4212	Library Media Center Assistant (12-mo)	17
4215	School Clerk II (10-mo)	18

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4216	School Clerk II (12-mo)	18
4230	Reports Clerk	19
4233	Boundary Clerk	19
4234	Attendance Services Specialist	25
4235	Student Work Certification Clerk	20
4236	FTE Support Specialist	25
4237	Nursing Asst. Certification Specialist	22
4270	Elementary School Assistant (10-mo)	20
4275	Elementary School Assistant (12-mo)	20
4290	Receptionist	15
4303	Risk Benefits Specialist II	21
4304	Risk Benefits Specialist I	20
4305	Student Financial Aide Clerk	17
4306	Student Information Specialist I	19
4307	Student Information Specialist II	21
4308	Registration Clerk - VTEC	16
4309	Testing Clerk/Proctor	17
4310	Senior Student Information Specialist	22
4311	Student Placement Clerk	17
4312	Registrar Education Centers (12-mo)	22
4314	Registrar - Vocational and Adult Centers	23
4316	Risk Compliance Assistant	23
4317	Coverage Continuation Benefits Specialist	22
4318	Senior Risk/Benefits Specialist	24
4319	Registrar - GED	20
4320	Senior Compensation Specialist	24
4321	Compensation Analyst	23
4323	Foreign Student Advisor	23
4324	Registrar - New Student Reception Center	21
4325	Registrar Middle School	22
4327	Registrar High School (12-mo)	23
4333	Personnel Aide	21
4334	Fingerprint Technician	20
4335	Payroll/Personnel Assistant II	21
4336	Senior Fingerprint Technician	22
4337	Personnel Assistant-Operations and Records	23
4338	Personnel Assistant- Retirement/Leave/Unemployment Comp.	23
4339	Personnel Assistant-Certification	23
4340	Personnel Assistant-Compensation Administration	23
4341	Leave Clerk I	19

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4342	Leave Clerk II	20
4343	Senior Leave Specialist	24
4345	Retirement Enrollment Clerk	18
4346	Retirement Clerk	19
4347	Certification Aide	21
4348	Employee Resource Specialist	22
4349	Senior Retirement Clerk	20
4350	Personnel Testing Specialist	23
4352	Compensation System Specialist	25
4357	Staffing Assistant	18
4358	Personnel Information Specialist	20
4359	Personnel Records Clerk	17
4360	Contract Clerk I	19
4361	Contract Clerk II	21
4363	Travel Reservation Clerk	20
4367	Purchasing Documentation Analyst	22
4375	Lead Systems Support Specialist	25
4376	Senior Systems Support Specialist	24
4403	Payroll/Personnel Assistant I	18
4430	Materials Management Aide	21
4431	Inventory Control Specialist	19
4432	Inventory Accounting Specialist I	19
4433	Textbook Requisition Specialist	19
4434	Inventory Accounting Specialist II	20
4438	Field Trip Clerk	18
4439	Fuel Procurement Specialist	20
4440	Transaction Control Clerk	18
4441	Senior Fuel Procurement Specialist	21
4461	Building Operations Aide	21
4499	Communications Office Specialist II	24
4500	Communications Office Specialist I	22
4501	Technological Training Support Specialist	22
4502	Office Assistant II	17
4503	Office Assistant I (12-mo.)	15
4504	Office Assistant I (10-mo)	15
4510	Secretary I	17
4527	Contract and Financial Services Specialist	25
4528	Maintenance Satellite Aide	23
4529	Secretary II (10-mo)	19
4530	Secretary II (12-mo)	19
4531	Secretary III	20
4536	Grants Assistant	21

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4537	Contract Services Assistant	22
4538	Senior Secretary	21
4543	Word Processing Operator	19
4544	Senior Word Processing Operator	20
4547	Office Manager	24
4550	Secretary/Treas. Elementary School (10-mo)	22
4556	Secretary/Treas. Elementary School (12-mo)	22
4558	School Police Case Dispatcher	21
4800	Senior Payroll Specialist	24
4810	Payroll Specialist II	23
4811	Payroll Specialist I	18
4817	Payroll Control Technician	25
4818	Payroll Deduction Specialist II	21
4820	Senior Payroll Deduction Specialist	22
4821	Payroll Deduction Specialist I	19
4840	Accounting Specialist	23
4850	Property Specialist	24
4851	Property Auditor	25
4881	Fiscal Assistant II	20
4882	Fiscal Assistant III	21
4883	Fiscal Assistant I	19
4884	Senior Fiscal Assistant	22
4885	Accounts Payable Senior Specialist	24
4886	Accounting Technician - Special Revenue Funds	24
4890	Accounting Clerk I	16
4891	Accounting Clerk II	18
4892	Accounting Clerk III	19
4893	Senior Accounting Clerk	21
4905	School Accounting Resource Specialist	25
4909	Cashier - SBAB Dining Facility	17
4910	Cashier	18
4911	Revenue Specialist	22
4912	Chief Treasury Management Clerk	24
4913	Bank Reconciliation Specialist	24
4916	Treasury Clerk I	19
4918	Finance Clerk II	18
4919	Treasury Clerk II	20
4921	Treasury Clerk III	21
4922	Senior Treasury Management Clerk	23
4923	Senior Records Technician	21
4924	Forms Technician	20

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4925	Records Center Technician	19
4926	Forms Analyst	23
4927	Records Analyst	23
4928	Laboratory Aide	21
4931	Test Distribution Clerk	17
4932	Senior Production Control Scheduler	24
4933	Operations Support Specialist	25
5061	SBAB Communications Operator	17
5062	Bindery Equipment Operator	18
5063	Copy Machine Operator II	18
5064	Switchboard Operator	15
5065	Copy Machine Operator I	16
5066	Printing Center Clerk	19
5067	Copy Machine Operator II	18
5068	Duplicating Equipment Operator	21
5069	Graphics Illustrator/Production Specialist	23
5070	Graphics and Materials Production Technology Specialist	24
5072	Offset Printer I	20
5073	Illustrator Clerk	20
5074	Illustrator/Graphics Analyst	23
5075	Graphic Production Manager	25
5076	Offset Printer II	22
5090	Student Testing/Evaluation Clerk	23
5091	Controlled Choice Technical Assistant	25
5092	Data Input Specialist I	17
5094	Data Input Specialist II (10-mo)	19
5095	Data Input Specialist II (12-mo)	19
5097	Chief Data Input Specialist	20
5098	Production Control Scheduler	21
5099	Tape Librarian	18
5100	Systems Documentation Specialist	20
5102	Senior Minicomputer Operator	22
5103	Minicomputer Operator	20
5104	Support Services Specialist	21
5105	Facilities Resources Technician	22
5110	Computer Operator	22
5112	Senior Computer Operator	25
5113	Micrographics Technician	19
5114	Senior Micrographics Technician	21
5115	Systems Support Specialist	22
5116	Production Control Specialist	20

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
5117	Senior Production Control Specialist	22
5128	Statistical Clerk	21
5343	Media Assistant	21
5344	Advertising/Underwriting Assistant	20
6195	Dental Assistant	20
6196	Dental Clinic Manager	22
6292	Media Programs Information Analyst	23
6293	Film Library Specialist	21
6374	Bookstore Clerk	18

## ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS

### Section 1. Use of Temporary Instructors

- A. When students for whom a teacher has assigned duties to instruct or supervise are in attendance, a temporary instructor shall be utilized whenever the teacher is absent from the work location on approved leave, except when no temporary instructor is available, in emergencies, or where on-site personnel have volunteered to cover the absent teacher's duties. In all cases, the principal has the right to provide supervision for students that, in his/her opinion, best provides for their safety.
- B. Employees in this unit shall not be shifted from their regular duties to cover a full-day absence of a teacher, except as noted in A. above. Part-day absences shall be covered at the direction of the principal, provided, however, that every reasonable effort shall be made to utilize temporary instructors in such cases.
- C. Where an emergency temporary instructor has been retained for the next workday and an absent teacher has not notified the supervising administrator (or designee) 30 minutes prior to the scheduled student dismissal time, the emergency temporary instructor shall be the employee entitled to work on the next workday.

### Section 2. Interim Teachers (3100s)

- A. When employed for a specific length of time in excess of 30 days, an interim teacher shall receive the same salary as a contract teacher from the 31st day of such assignment. Interim teachers will become eligible for insurance benefits on the first day of the month following 30 calendar days from the first day of paid employment in a full-time position, as long as active employment is continued for those 30 calendar days. Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment. In the event of a break in service, as a result of administrative actions with subsequent reassignment to the same work location and same assignment during the same school year, the number of days worked shall be cumulative for purposes of computing the 30 days. All 3100s who complete the insurance eligibility requirements during the last month of the school year, and where such assignment continues through the last day of the school year shall receive said benefits on the first day of the month of employment (i.e., September 1st or October 1st) of the upcoming school year, if reemployed within 30 days. Interim teachers who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Interim teachers must be certified in the area of assignment, unless waived by the Chief Personnel Officer for Human Resources. It is the intent of the parties that employment of temporary instructors shall not exceed 10 consecutive days.

Assignments projected to exceed 10 consecutive days require the service of a certified, qualified interim teacher to be placed in the appropriate 3100 job code.

An interim teacher who has served 30 days at a work location, whose assignment terminates and is hired at another or the same work location as an interim teacher, shall, on the 31st day of subsequent employment as an interim teacher, receive the same salary as a regular teacher.

An interim teacher who is assigned to substitute in an allocated and encumbered position which remains vacant for 31 or more workdays shall be entitled to the same rights, privileges, benefits, and salary as accorded to a regular teacher. Any 3100 who works, as described herein, until the last day of school and is re-employed and reassigned to the same encumbered position prior to September 1 of the subsequent school year shall continue to receive, without interruption, the same salary and benefits as a full-time teacher.

Pool temporary instructors who are employed as 3100s shall continue to be paid as pool temporary instructors for the first 30 days of employment.

The status of permanent substitutes who have an interruption in service or are assigned to another work location shall be in accordance to this Article.

- B. An individual hired as an interim teacher paraprofessional/associate educator or school support personnel shall acknowledge in writing that the position is "temporary" and without any expectation of continued employment beyond that approved by the Chief Personnel Officer, Human Resources, or designee. The term of the temporary appointment shall be until the job incumbent returns from leave or until the position becomes unencumbered, or until the end of the school year.

Interim teachers will become eligible for insurance benefits on the first day of the month following 30 calendar days from the first day of paid employment in the full time position, as long as active employment is continued for those 30 calendar days. Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment.

Salaries for interim teachers shall be adjudicated on the "U1" Salary Schedule in a manner consistent with their classification and years of experience.

### **Section 3. Pool Temporary Instructor**

- A. Pool Temporary Instructor -- A temporary instructor guaranteed a minimum of 180 days of employment during the school year who agrees to perform daily emergency temporary instructor work on a schedule established by the ACCESS Center Assistant Superintendent.

- B. Compensation for pool temporary instructors shall be at the rate set by the AS Salary Schedule (Appendix E) for temporary instructors.
- C. Pool temporary instructors shall be under the overall direction of ACCESS Center Assistant Superintendents and shall be assigned to individual school-site work locations on an as-needed basis.
- D. At individual work-site locations, pool temporary instructors shall be under the direct supervision of the principal and shall be available to cover classes all day, or for segments of the day, and shall perform any other instructional or related duties, as assigned.

**Section 4. Emergency Temporary Instructors**

Emergency temporary instructors are employees who work on a day-to-day basis, as needed, to temporary instruct for a regular employee.

**Section 5. Temporary Instructors for Special Teachers**

Every effort shall be made to provide temporary instructors for all special teachers such as art, music, physical education, media specialists, exceptional child teachers, and teachers in the Bilingual Education Program.

**Section 6. Use of Special Teachers**

Except in emergency situations, special teachers (e.g., art, music, physical education, bilingual education, exceptional child, and media specialists) shall not be utilized as temporary instructors.

**Section 7. Emergency/Pool Temporary Instructor Salary Schedule - (AS)**

Effective the first day of the school year, emergency, paraprofessional and pool temporary instructors pay rates shall be as follows:

***TEMPORARY INSTRUCTORS' SALARY SCHEDULE (AS)***

Pool	\$110
Temporary Instructor - Degreed	87
Temporary Instructor - Associate Degree	64
Paraprofessional (High School or Equivalent)	55

Emergency temporary instructors who teach for regular full-time Exceptional Student Education (ESE) teachers, except Gifted, shall be paid an additional \$15 per day.

## **Section 8. Enhancing Achievement Through Temporary Instructor Teacher Training (EATTI)**

The parties agree to establish a joint ad hoc committee which will develop recommendations regarding comprehensive temporary instructor training and orientation programs. Such recommendations will be submitted to the Superintendent of Schools and the UTD President or Designee.

## ARTICLE XX -- TEACHING CONDITIONS

### Section 1. Pre-School Work Period

The pre-school work period for new teachers shall not exceed nine days.

### Section 2. Work Year

For all employees not new to M-DCPS, the work year shall not exceed four workdays prior to the students' first day of school.

For teachers, the work year shall not exceed three workdays after the students' last day of school.

In no event, however, shall the number of "days worked" in any school year under this work calendar be more than the number of "days worked" under the previous calendar.

### Section 3. Workday

- A. The employee workday shall be seven hours and five minutes for employees at the elementary level, including Pre-K, and seven hours and 20 minutes for employees at the secondary and adult education levels. The workday shall include lunch and planning/preparation period.

In case of serious emergencies, such as school-wide disruptions which affect the safety and welfare of the student body, employees may be required by the principal to stay longer than the ordinary workday in order to assist in supervising students. The principal or supervising administrator shall make every effort to resolve the emergency as quickly as possible.

In no case shall teachers be required to remain longer than one hour beyond the regular workday.

The workday shall include a maximum of five teaching periods for secondary school teachers.

- B. The starting and dismissal time for students shall be established by the Board, provided that no change in schedule will increase the weekly number of hours teachers are presently assigned to teach students.
- C. In the case of late arrival or early departure from the work location, an employee present more than one-fourth and less than three-fourths of the workday is considered as having worked one-half day; and an employee present three-fourths or more of the workday is considered as having worked a full day, upon prior notification and approval by the principal or the supervising administrator where no principal exists.

- D. The use of sign-in and sign-out sheets is authorized for payroll purposes only, and the only handwritten marks permitted on the sign-in sheets while posted are the employee's initials and/or a code indicating that the employee is absent. Under no circumstances shall highlighting or circling be used. Employees are expected to sign in upon arrival to the school site. The use of time clocks and similar devices is prohibited, except for hourly employees.
- E. Employees may leave the work location during the hours they are not directly responsible for students, provided prior authorization has been given by the principal.
- F. On a school day which immediately precedes a holiday or vacation, the teachers' day shall end at the close of the pupils' day. If the holiday falls on a Monday or the recess begins on a Monday, the employees' day on the preceding Friday will end at the close of the pupils' day. In those schools operating on two shifts, the teachers shall complete their workday. Principals may excuse teachers in this instance 15 minutes early. On other days, a teacher may, with prior approval by the principal or designee, leave, if necessary, after the completion of the teaching assignment. Instructional personnel including all Teachers on Special Assignment (TSAs), all itinerant instructional employees and school psychologists/staffing specialist working in ACCESS Centers and central administrative offices shall be allowed to leave 30 minutes early on such days.
- G. A teacher may, with consent, be assigned an additional teaching period beyond the normal workday and shall receive compensation equal to one-eighth of the teacher's daily rate.

#### H. Meetings on Election Days

Meetings after school hours requiring the attendance of school employees shall not be scheduled for any day when county-wide primary or general elections are held.

- I. The workday for employees assigned to central or ACCESS Centers shall be 8:00 a.m. to 4:30 p.m., with the exception that, if an assignment leads to an employee being at a work location other than his/her base location at the end of the specific work location administrator's day, and if no pending assignment requires a return to the base work location, the employee for the purpose of safety, may leave before the end of his/her normal workday, if no administrator remains at the work site or with the permission of the school-site administrator. The workday for itinerant instructional employees, including school psychologists/ staffing specialists assigned permanently to school-site(s), shall be equivalent to other instructional personnel at such school site(s).

## J. Compensatory Time

Bargaining unit members assigned to the Office of Professional Development and Career Advancement, Department of Parent and Family Education, Office of Grants Administration, Project TRUST Specialists, or group counselors in the senior high schools whose jobs require evening and/or Saturday work hours scheduled by their supervising administrator to implement specific teacher inservice programs and/or parent education activities, shall be entitled to receive compensatory time.

## K. Flexible Hours

1. In recognition of current employment trends, the parties agree to establish a Flexible Hours Program at the secondary level. The Union recognizes the Board's right to deny individual requests and to terminate a flexible hours job at any time, provided existing employment rights of all parties are maintained and protected.

Employees may, with the approval of the work-site administrator, modify their workday schedule (i.e., beginning times adjusted, but not overall daily working hours). Such modification will not interfere with the overall number of hours worked or number of classes taught, nor will it preclude the eligibility for receipt of a supplement for extra duties and responsibilities.

2. Where agreed to by individual student services personnel (i.e., school psychologists, counselors, and school social workers/visiting teachers) and their immediate supervisors, the workday schedule may be modified (i.e., beginning and ending times adjusted, but not overall daily working hours) in order to provide necessary services for students and their parents/guardians. Current student services personnel shall not be required to accept a modified workday schedule. Newly-hired student services personnel may be required to work modified workday schedules in order to provide necessary services for students and parents/ guardians and shall be notified at the time of initial employment. A record of such alternate work schedules shall be maintained with other payroll records by the supervising administrator.
3. Athletic Trainers, Teacher Trainers, and Assistant Athletic Trainers may, with approval of the school-site principal, modify their workday schedule (i.e., beginning times adjusted, but not overall daily working hours). Such modification will not interfere with the overall number of classes to be taught, nor will it preclude the eligibility for receipt of the Teacher Trainers', and Assistant Athletic Trainers' supplement.

## Section 4. Faculty Meetings

Except in a school emergency, no more than two faculty meetings shall be

conducted each month, with a minimum of 24 hours' notice of such meetings, excluding meetings on planning/preparation days. Teachers are required to extend the workday for the purpose of attending faculty meetings. Such meetings shall be of no more than one hour in duration and shall begin no later than 10 minutes after students are dismissed. In elementary schools, the principal or his/her designee may utilize one Wednesday per month as one of the two authorized monthly faculty meetings. Physical and Occupational Therapists shall use faculty meeting days for district inservice or assigned therapy work.

## **Section 5. Planning/Preparation Days**

- A. Elementary teachers of special education students shall dismiss their classes on preparation days on the same basis as all other elementary teachers.
- B. In order to provide preparation time for elementary teachers, pupils in the elementary schools shall be dismissed one hour early one afternoon a week, using Wednesday for this purpose.
- C. The principal or immediate supervisor shall assist employees in utilizing employee preparation days by providing materials and other instructional data requested by the faculty and/or individual teachers, as soon as possible, prior to the date of the employee preparation days.
- D. Days designated in the school calendar as planning/preparation days, pre- or post-planning days, or teacher workdays shall be elsewhere referred to as teacher planning/preparation days and shall not be used for area or county meetings, except as designated on the school calendar.
- E. The majority of time during teacher planning/preparation days is to be used by the employee, who may choose from among the following activities: instructional planning, recording of grades, and reviewing student cumulative folders and/or instructional material or activities.
- F. During the teacher pre-planning/preparation days, all newly-assigned School Social Workers shall be provided by the Board with an orientation of job responsibilities. Such responsibilities shall not include placement of students in special education.
- G. Physical and Occupational Therapists shall use planning/preparation days for district inservice or assigned therapy work.
- H. Schools with 14 or more full-time exceptional student education teacher units (excluding gifted and itinerant personnel) will be allocated one ESE specialist.

ESE teachers with full-time student contact, assigned to schools not allocated an ESE Program Specialist, who plan and prepare Individual Educational Plans, will be granted four (4) release days per school year.

## **Section 6. Duty-Free Lunch**

- A. All unit members shall have a duty-free lunch period. This duty-free lunch period shall consist of at least 30 minutes in secondary schools and at least 30 minutes in elementary schools.
- B. The principal is responsible for seeing that proper behavior is maintained during the lunch period.
- C. Employees shall not be required to travel during their uninterrupted duty-free lunch period. Lunch shall be exclusive of preparation or travel allowance time. Employees shall also be free to leave the work location during the duty-free lunch period upon notice to the principal or designee.

## **Section 7. Planning/Preparation Periods**

- A. As a part of the workday, all secondary teachers shall have one uninterrupted planning/preparation period daily of no less than one teaching period.
- B. Classes shall not be combined in order to provide teachers with uninterrupted preparation periods.
- C. Uninterrupted preparation/planning time is not to be used for faculty meetings or other such compulsory meetings, except in cases of emergency or by mutual agreement of the faculty and the principal.
- D. In elementary schools, whenever a specialist, i.e., music, art, physical education, is in charge of a class, the classroom teacher shall be entitled to leave the classroom and use this time for planning. To the extent possible, such planning time shall be in uninterrupted segments.
- E. As a part of the workday, all elementary teachers, including art, bilingual, music, physical education, library/media specialists, and any other special teachers at the elementary level, shall be provided appropriate time for planning.

## **Section 8. Grade Changes**

If the principal of a school feels it is necessary to change a pupil's grade in any subject at the end of the grading period, the principal shall consult with the teacher who issued the original grade and give his/her reasons for the necessary change to the teacher, in writing. If a change in grade is made, it shall be recorded as the principal's grade and not the teacher's grade.

## **Section 9. Time to Teach**

- A. Classroom interruptions shall be kept to a minimum. Principals will establish schedules for the use of the intercom systems in the schools, including staff use. The schedule will be posted. Deviation from the schedule shall be made only in an emergency or when another means of communication is not

possible or feasible.

- B. Assemblies, testing programs, and other school-wide activities which would disrupt the normal classroom instruction shall be rotated so that the same classes and employees are not continually affected.

### **Section 10. Alternative Planning Days/Work Year**

Employees shall have an opportunity to select an alternative planning day/work year schedule when developed by the Calendar Committee and approved by the Board.

Effective the 1999-2000 school year, the number of planning/preparation days available for opting will be limited to no more than five days as determined by the Ad Hoc Calendar Committee.

### **Section 11. Teacher-Parent Communication**

- A. Teacher-parent conferences contribute greatly to improving the public school's relationship with the community which each school serves. The Board and the Union agree that improving the public school's relationship with the community and the public in general serves the best interests of students and citizens. Effective teacher-parent communication aids in contributing to and maintaining the public's commitment to public education. The Board recognizes its responsibility to facilitate teacher-parent communication through methods such as, but not limited to, provision of translators (including other teachers who can serve in this capacity) for non-English speaking parents, sufficient telephone lines, available extensions within teacher work areas, business cards, and released time for conferences, when necessary. The Board and the Union agree to explore new methods of communications technology to enhance teacher-parent communication. Additionally, the parties agree to develop a teacher-parent communication program at schools representing each instructional level (i.e., elementary, middle, senior) whose focus shall be the development of innovative techniques for enhanced teacher-parent communication.
- B. The Board and the Union encourage all teachers and parents to continue to engage in teacher-parent conferences for all students. Teachers are encouraged to initiate teacher-parent contacts when, in their professional judgment, such contact would enhance student performance. Teachers will make a reasonable effort to respond to parental requests for a parent conference in a timely manner. The principal of the school shall assist in arranging teacher-parent conferences.
- C. It is agreed that, in order to provide consistency in implementing these provisions throughout the district, the following guidelines shall apply and be included in each school's faculty handbook and discussed thoroughly with members of the administrative and instructional staffs during preparation days prior to the opening of school each year:

1. Teacher-parent conferences shall occur when students begin to display a consistent pattern of disruption, or when students demonstrate unacceptable academic achievement through failure to exert sufficient effort. The principal will exclude from class, for a period not to exceed 10 days, a student who has displayed a consistent pattern of disruption until a teacher-parent conference is held or until the principal determines such a conference cannot or need not be held.
2. Written or telephone communication may be appropriate alternatives for a teacher-parent conference. A student progress report constitutes written communication.
3. Teacher-parent conferences shall be scheduled at a time and place and/or manner mutually convenient for the teacher and the parent. Principals and teachers are encouraged to use teacher workdays for teacher-parent conferences, whenever possible.
4. Elementary teachers of students assigned to their self-contained classrooms shall afford parents or guardians of the students an opportunity for a teacher-parent conference. In the case of departmentalized or open-space arrangements, the teachers serving the same group of students shall afford the parents or guardians the same opportunity for a teacher-parent conference.
5. Teachers will log teacher-parent conferences in their official gradebooks and specify whether such contacts were in person, by telephone, or through written communication.
6. When parent contact is not achieved, evidence of the attempts to contact the parents will be recorded in the teacher's gradebook and the teacher will seek assistance from the administrator in making follow-up attempts to contact the parents.
7. Written notification must be sent home by the teacher to the parents or guardians at any time during the grading period when it becomes evident that the student is performing unsatisfactorily in academics, conduct, or effort. Minimally, such standardized written notification shall be sent home prior to the beginning of the eighth week of each of the four nine-week periods of the regular school year. Subsequent to the seventh week of the grading period, if an unanticipated reduction in performance becomes evident in academics, conduct, or effort, the teacher shall notify the parent or guardian. It is the teacher's responsibility to award a grade commensurate with the student's performance. Additionally, the teacher shall send to parents of all other students an "Interim Progress Report" at least two weeks prior to the end of each grading period. In order to minimize paperwork, such notification shall be transmitted on a standardized checklist type of form with appropriate guidelines which shall be developed jointly.

8. Procedurally, it is agreed that a standardized checklist type form shall include a place for the teacher to indicate that a parent conference is requested. However, if the parent does not respond to the request for a parent conference, it shall be the responsibility of school personnel to take, within reason, actions to initiate a parent conference. If these actions fail, the form will be verification of the original request.
  9. Every attempt shall be made by the school to communicate directly with parents when there are indications that student performance and/or behavior is declining. The signature of a middle, or senior high school student on a progress report, with instructions to deliver it to the parent, will not in itself constitute a comprehensive attempt to achieve contact with parents. When, in the teacher's judgment, a conference with the parent is necessary, further attempts by mail or telephone are encouraged.
  10. When, in the professional judgment of the administrator or his/her designee, daily or weekly progress reports may improve behavior of a student who displays a consistent pattern of disruption or improve the academic performance of a student who is in danger of earning a grade of less than "C", a teacher must comply with the request for such a report. In order to minimize paperwork, such reports shall be transmitted on a standardized checklist type form and, in the absence of evidence that these reports are effecting positive change in the student, they shall be discontinued.
  11. Although teachers are encouraged to respond to parent requests for information regarding academic performance or behavioral conduct of students, a teacher shall not be required to issue weekly progress reports when the originator of the request is a non-administrator or designee (e.g., parent/guardian). On a voluntary basis, however, and in accordance with the best professional judgment of the teacher, this information may be provided.
  12. A teacher is required to issue an official report of pupil progress, once, at the end of each grading period. This report is communicated to parents on the official M-DCPS report card.
- D. In the interest of heightening parental awareness of and responsibility for the performance of students, it is recommended that the Board seek the cooperation of the media in making regular public service announcements such as: "Do you know how your child is doing in school?" and notice that report cards are being issued during each week that such reports are being distributed.
- E. The following voluntary programs have been developed and implemented at the elementary school level. Successful programs shall be disseminated to all schools.

1. Report Card Pick-Up

Pursuant to statutory authorization, the faculty may develop and implement a program whereby parents can pick up their children's report cards at least twice during the school year.

2. Parents' Back-To-School-Day

The faculty may develop and implement a program whereby parents have the opportunity to observe their children in the classroom environment and to participate in other normal school activities for all or part of one regularly-scheduled school day.

F. Community Report Card

The Board agrees to implement the Community Report Card.

**Section 12. Employee Parental Privilege**

In support of enhanced parent participation and communication, it is the parties intent that employees be provided with an opportunity to meet with their child's teacher(s) for parent-teacher conferences. Accordingly, unit employees may be released for up to three hours annually at times when they are not assigned direct instruction or supervision of students (except where appropriate coverage is provided). Schools are encouraged to develop a plan designed to implement this provision in an orderly manner.

**Section 13. Medicaid Reimbursement**

The Union and Board agree that the Speech/Occupational/Physical Therapist will assist the Board in securing reimbursement for Medicaid services rendered to eligible students.

**Section 14. Uniforms for Instructional Employees**

Full-time instructional employees who are required to wear uniforms (i.e., medical related field and culinary arts instructors) shall be reimbursed for the cost of required uniforms in an amount not to exceed \$250 annually.

## ARTICLE XXI -- EMPLOYEE RIGHTS AND DUE PROCESS

### Section 1. Due Process

#### A. Conferences-for-the-Record -- Disciplinary Action and Reprimand

1. The Board and Union recognize the principle of progressive discipline. The parties agree that disciplinary action may be consistent with the concept of progressive discipline when the Board deems it appropriate, and that the degree of discipline shall be reasonably related to the seriousness of the offense.
2. Any employee summoned to the office of a principal or immediate supervisor, where there exists no principal, ACCESS Superintendent, or the Senior Executive Director for Professional Standards, or their designees for a Conference-for-the-Record which may lead to disciplinary action or reprimand, shall have the right to request Union representation and shall be informed of this right. If Union representation is provided, the employee shall have the right to be accompanied at the Conference-for-the-Record by up to two representatives of the Union and shall be informed of this right.
3. Employees shall be given two days' notice and a statement of the reason for the conference, except in cases deemed to be an emergency. When Union representation is requested, and the employee is to be represented by the Union, the Conference-for-the-Record must be scheduled at a time when Union representation (building steward, where appropriate) can be present.
4. A Conference-for-the-Record, which may lead to disciplinary action or reprimand not held in accordance with these conditions, shall not be considered a part of the employee's personnel file or record, and neither the fact of the conference nor any statements made at the conference may be used in any subsequent proceedings or reprimand involving the employee.
5. Where Union representation is provided herein, the employee shall be represented by the bargaining agent. The bargaining agent shall have the right to refuse representation in accordance with its own internal, non-discriminatory rules. An employee may not be represented by an attorney in a conference-for-the-record.
6. The use of tape recorders or other mechanical devices is expressly prohibited.

## B. Suspension/Dismissal for Cause/Other Disciplinary Actions

### 1. General Provisions

- a. Any member of the instructional staff may be suspended or dismissed at any time during the school year, provided that the charges against him/her are based upon Florida Statutes.
- b. Any recommendation for suspension or dismissal based upon a below standards rating shall require that teaching deficiencies be documented on the observation/evaluation forms in compliance with the procedures of the M-DCPS evaluation process. Disciplinary action based on a below standards rating may not be taken against an employee in the absence of an official performance assessment conducted in accordance with procedures, guidelines, stipulations, and requirements as are included in any employee evaluation system in effect at the time.
- c. Any recommendation to return a continuing/professional service contract employee to annual contract at the end of the school year shall comply with Florida Statutes, Chapter 231.36(4)(b), including notification to the employee which shall contain the specific charges, the written recommendation to the Board, and information to the employee regarding the employee's right of appeal, pursuant to Florida Statutes. Such notice shall be given no less than 15 calendar days prior to the filing of the written recommendation with the Board.
- d. Any recommendation to suspend or dismiss a continuing/professional service contract employee during the school year shall comply with Florida Statutes, including notification to the employee which shall contain the specific charges, the written recommendation to the Board, and information to the employee regarding the employee's right of appeal, pursuant to Florida Statutes.
- e. Any recommendation to suspend or dismiss an annual contract employee or an employee holding a professional service contract during the term of whatever contract is held by the employee shall comply with Florida Statutes, including the requirement that the specific charges against such employee must be based on just cause, and notification, in writing, of such specific charges must be made to the employee prior to any action being taken against the employee. Within 15 calendar days from receipt of the notice, the employee will either exercise or not exercise the right to request a hearing before a Department of Administrative Hearings (DOAH) Administrative Law Judge (ALJ). Notification to the employee shall also include information regarding the employee's right to appeal an adverse decision resulting from either hearing, as provided by Florida Statutes.

- f All procedures regarding dismissal or suspension of employees shall be exhausted under this Contract before any administrative action may be taken before the Education Practices Commission.

## 2. Suspension of Employees

Dismissals and suspensions shall be effected in accordance with applicable Florida Statutes, including the Administrative Procedures Act (APA), and provisions stated below:

- a. No employee shall be suspended until all of the detailed specific charges have been made known to the employee, in writing, provided, further, that said employee is entitled to be represented by one representative of the Union in conference with the Office of Professional Standards administrator or his/ her designee.
- b. When the Board authorizes a suspension, a hearing, if requested by the employee, shall be initiated with the School Board Clerk no later than 20 days from the date of suspension.
- c. The Board agrees to furnish the Union with a copy of the transcript in all suspension/dismissal hearings in accordance with the APA.
- d. The Board recognizes that, pursuant to the Union's internal rules, the Union's legal department may be entitled to recover legal costs incidental to the defense of any suspended employee. If back pay has been awarded, upon being granted power of attorney by the employee, the Board's Payroll Department shall remit such legal costs to the Union prior to any monies being paid to the employee.

## 3. Continuing Contract Teachers

- a. The employee shall be notified of the decision to suspend or dismiss by certified letter sent to the last known address of record. The notice shall state the cause(s) for the suspension or dismissal, the effective date of the suspension or dismissal, and the employee's right of appeal and how to exercise such right.
- b. The employee shall have 20 calendar days from receipt of the notice to notify the Superintendent or his/her designee of the employee's intent to appeal the suspension or dismissal. Such notice of intent to appeal shall be in writing.
- c. Suspension by the Superintendent between Board meetings shall be with pay and shall be reported at the next regular Board meeting

following the suspension. Suspension by the Board shall be without pay. The employee shall be suspended from active duty during the time of appeal of such suspension or dismissal. If the employee is fully reinstated by Board action, the employee shall receive payment for all days not worked and shall not lose any longevity or be charged with a break in service due to said dismissal.

In suspension cases, if the employee's suspension is overruled by Board action, the employee shall receive payment for all days not worked and shall not lose any longevity or be charged with a break in service due to said suspension.

- d. A timely hearing shall be provided before an ALJ, pursuant to the provisions of the Rules and Regulations of the Division of Administrative Hearings (DOAH).
  - e. Subsequent to receipt of the ALJ's decision, the parties shall have 15 calendar days in which to file exceptions with the Board.
  - f. Any such decision, adverse to the employee, may be appealed by the employee, pursuant to Florida Statutes, provided such appeal is filed within 30 calendar days after the decision of the Board.
  - g. Due process hearings regarding disciplinary actions taken against continuing contract teachers or probationary teachers during the school year shall be conducted in accordance with the provisions of Florida Statutes.
4. For Teachers Who Hold a Professional Service Contract as of July 1, 1997:

The professional service contract shall be renewed the following year, unless the Superintendent charges the employee with a below standards rating, as determined under provisions of Florida Statutes and notifies the employee, in writing, no later than six weeks prior to the end of the post-school conference period, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment (which shall be granted for an additional year in accordance with the provisions in Florida Statutes). Except as otherwise hereinafter provided, this action shall not be subject to the provisions of Chapter 120, but the following procedures shall apply:

- a. On receiving notice of a below standards rating, the employee, on request, shall be accorded an opportunity to meet with the Superintendent or his/her designee for an informal review of the determination of a below standards rating.
- b. An employee notified of a below standards rating may request an

opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.

- c. During the subsequent year, the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that the employee will be kept apprised of progress achieved.
- d. Not later than six weeks prior to the close of the post-school conference period of the subsequent year, the Superintendent shall notify the employee, in writing, whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued to the employee. Upon such renewal, the provisions of paragraph 5 below shall apply, and this section shall no longer apply.
- e. If the performance deficiencies have not been corrected, the Superintendent may notify the Board and the employee, in writing, that the employee shall not be issued a new professional service contract, provided that, if the recommendation of the Superintendent is not to issue a new professional service contract and the employee wishes to contest such recommendation, the employee will have 15 calendar days from receipt of the Superintendent's recommendation to demand, in writing, a hearing in which the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of a below standards rating. Such hearing shall be conducted at the employee's election in accordance with one of the following procedures:
  - (1) a direct hearing conducted by the Board within 45 calendar days of receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of Florida Statutes. A majority vote of the Board shall be required to sustain the Superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or,
  - (2) a hearing conducted by an ALJ assigned by the DOAH. The hearing shall be conducted within 45 calendar days of receipt of the written appeal in accordance with Florida Statutes. The recommendation of the hearing officer shall be made to the Board. A majority vote of the membership of the Board shall be required to sustain or change the hearing officer's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

- f. In the event that the original noted deficiencies have been remediated, but new deficiencies have been identified, the Superintendent may recommend a second subsequent year of employment to remediate the newly-identified deficiencies.

1. For Teachers Who Obtain or Renew a Professional Service Contract after July 1, 1997:

A professional service contract shall be renewed each year, unless the Superintendent, after receiving the recommendations required by Florida Statutes, charges the employee with unsatisfactory performance, as determined under provisions of Florida Statutes, and notifies the employee, in writing, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent ninety (90) calendar days of "Performance Probation".

- a. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, during the term of the "Performance Probation"; however, if a transfer is granted, it shall not extend the term of the "Performance Probation."
- b. During the "Performance Probation", the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically and be kept apprised of progress achieved.
- c. Within fourteen (14) days of the close of the "Performance Probation", the employee's Principal must assess whether the performance deficiencies have been corrected and must forward a recommendation to the Superintendent. Within fourteen (14) days of receiving the Principal's recommendation, the Superintendent shall notify the employee, in writing, whether the performance deficiencies have been corrected and whether the Superintendent will recommend that the School Board continue or terminate the employment contract. If the Superintendent's recommendation is to continue the employment, a new professional service contract shall be issued to the employee. Upon such renewal, the provisions of paragraph 5 below shall apply, and this section shall no longer apply. If the recommendation of the Superintendent is not to continue the employment and the employee wishes to contest such recommendation, the employee will have 15 calendar days from receipt of the Superintendent's recommendation to demand, in writing, a hearing. Such hearing shall be conducted by an ALJ assigned by the DOAH. The hearing shall be conducted within 60 calendar days of receipt of the written appeal in accordance with Florida Statutes. The recommendation of the hearing officer shall be

made to the Board. A majority vote of the membership of the Board shall be required to sustain or change the ALJ's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

#### 6. Annual Contract Teachers

- a. For any instructional staff member newly employed after June 30, 1997, the first ninety-seven (97) days of employment is established as a probationary period. During the probationary period, the employee may be dismissed without cause or may resign without breach of contract.
- b. Any other annual contract teacher may be suspended or dismissed at any time during the school year, provided the charges against him/her are based upon just cause in accordance with Florida Statutes. Any recommendation for suspension or dismissal of an annual contract instructional employee, based upon unsatisfactory teaching performance, shall require that the teaching deficiencies be documented in compliance with the procedures of the M-DCPS evaluation process. Disciplinary action based on unsatisfactory teaching performance may not be taken against an employee in the absence of an official performance assessment conducted in accordance with procedures, guidelines, stipulations, and requirements, as are included in any employee assessment system in effect at the time.

Procedures are the same as those stipulated in Section 5 (a), (b), and (c) of this Article (Due Process - Professional Service Contract Teachers).

#### C. Harassment

1. Employees shall be free from unnecessary, spiteful, or negative criticism or complaints 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. Employees should 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.

#### D. Processing of Complaints

When a complaint about an employee is received from a parent, student, or any non-supervisory personnel, and further administrative action is warranted, the following procedure shall be followed:

1. The principal or immediate supervisor should acknowledge and accept the complaint and inform the complainant that the matter will be looked into.
2. The principal or immediate supervisor should 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. Principals or immediate supervisors who are unable to establish proof as to the validity of the complaint shall be prohibited from noting any such complaint in the employee's personnel file.
3. Should the complainant contact ACCESS Center or district school authorities, and further administrative action is warranted, the employee shall be notified promptly.
4. The use of tape recorders or other mechanical devices is expressly forbidden.
5. Twenty-four hours' notice of any meeting with the principal or immediate supervisor to discuss a complaint from a non-supervisory person shall be given employees.
6. Disciplinary action initiated or executed against an employee as a result of conferences referred to in this Article shall be in accordance with Article XXI, Section 1(A) of this Contract.

E. Personnel Investigations/Administrative Reviews

1. The Board shall take steps to ascertain the identity of the complainant, prior to authorization of an investigation. No investigation of an allegation against an employee shall be made on the basis of an anonymous complaint.
2. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded by the Miami-Dade County Public Schools Police or any person prior to the time that the employee receives identification of the complainant and the nature of the complaint.
3. In all Board investigations which may lead to suspension or dismissal of an employee, only the Superintendent or his/her designee may authorize such an investigation. No investigation shall be authorized on anonymous information, uncorroborated by any other supporting data. When a formal investigation has been authorized, all personnel involved will be advised by the Miami-Dade County Public Schools Police investigator of their legal rights

and the procedures available to them for representation. Information that is not substantiated will neither be used as a basis for the investigation, nor for any related disciplinary action.

4. In all Board investigations resulting in discipline, the employee shall be provided with a copy of the report. With the permission of the employee, the Union shall also receive a copy. When investigatory reports are to be provided, said reports shall be transmitted within a timeframe consistent and harmonious with basic due process.
5. In all cases in which the preliminary investigation is concluded with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint, and the complaint and all such materials shall be open, thereafter, to inspection. Where allegations have not been proven against an employee, no reprisal or punitive action shall be taken against an employee.

F. Procedures for Termination of Annual/Probationary Contract Employees

1. The annual appointment of eligible employees is accomplished in accordance with the requirements of applicable State Statutes.
2. The parties agree to develop procedures for termination of employment.
3. From the beginning of the year, administrators and supervisors should make every reasonable effort to assist unit members to perform their duties successfully. In those instances where an employee's performance is unsatisfactory, the responsible administrator shall initiate, without delay, the appropriate steps which will provide, at the proper time, appropriate information on which to base employment recommendations. Employees should have been notified, in writing, of deficiencies and of the corrective action deemed appropriate; and conferences should have been scheduled with the employee and the employee apprised, in writing, of the results of the conferences, the nature of the discrepancies discussed, and the remedial action required. Follow-up conferences should then serve to indicate the degree to which success has been achieved in correcting deficiencies.

G. Employee Disclosure of Information ("Florida Whistleblowers Act")

It is agreed between the parties that the Board will not take retaliatory action against an employee who reports to an appropriate agency an alleged violation of law on the part of the Board which creates a substantial and specific danger to the public's health, safety, or welfare. It is further agreed that no retaliatory action will be taken against persons who disclose information to an appropriate agency alleging improper use of governmental offices, gross waste of government funds, or any

other abuse or neglect of duty on the part of an agency, public officer, or employee.

The disclosure information shall be to an agency or federal government entity having authority to investigate, police, manage, or otherwise remedy the violations of the "Florida Whistleblowers Act of 1986". It is the intent of the parties to protect persons who disclose information on their own initiative in a sworn complaint; who are requested to participate in an investigation, hearing, or other inquiry conducted by any agency or federal government entity; or who refuse to participate in any action prohibited by the Act.

Any employee who is disciplined or subjected to other adverse personnel action by the Board due to the employee's exercise of his/her rights under the "Florida Whistleblowers Act of 1986" will have the right to present his/her concerns to the Superintendent or designee. If the employee is not satisfied with the decision/action of the Superintendent or designee, the employee has the right to pursue the remedies outlined in the Act. Under no circumstances will any alleged violation of this Section be subject to the grievance/arbitration procedure.

#### H. Student Case Management System (SCMS)

Neither the forms nor the data generated by the Student Case Management System (SCMS) shall be made a part of a teacher's personnel file; nor shall they be used to initiate disciplinary action against any teacher; nor shall this information be used as a basis for the assessment of a teacher in any portion of the observation/evaluation forms. Neither the name nor the employee number of the referring teacher shall be entered in the automated data retrieval system.

It is the intent of the Board to utilize the SCMS, exclusively, to refine and improve student personnel services. The SCMS is not to be used as a part of the personnel assessment system; nor is it intended to reduce the range of available student disciplinary actions, pursuant to the Code of Student Conduct nor the availability of student services provided to students.

#### I. Resignation

1. Employees shall be allowed to resign their position, without prejudice, upon at least 30 calendar days' notice.

Employees shall submit written resignation to their immediate supervisor and a copy to the Office of Human Resources.

2. Employees shall have the right to withdraw their resignation up to 10 calendar days prior to the effective date of the resignation, except in cases where an employee is not recommended for reemployment or has been suspended or dismissed. This exception may be waived by mutual agreement.

3. No employee shall be coerced, threatened, or intimidated to submit a resignation in lieu of disciplinary action or unacceptable evaluation.

## **Section 2. Employee Rights**

### **A. Union Affiliation**

The employee shall be free from interference to form, join, or assist employee organizations, or to refrain from such activities in accordance with Chapter 447 of the Florida Statutes.

### **B. Personal Life**

1. The private and personal life of an employee, except for such incidents and occurrences which could lead to suspension or dismissal, as provided by statute, shall not be within the appropriate concern of the Board.
2. The Board places the question of out-of-school activities on the part of teachers purely on a professional and ethical basis. The teachers engaged in out-of-school activities shall examine them in a professional and ethical light and abandon any such activities as appear to them, after conscientious examination, to violate professional ethics. The question is placed entirely in the keeping of the conscience of the individual teacher.

### **C. Family Relationships**

Permanent employees of the school system shall not be prohibited from working at the same work location because they are members of the same family. In addition, the Board agrees the employees who wish to enroll their children at the same worksite where they are employed shall not be prohibited from doing so, subject to the approval of the ACCESS Center Assistant Superintendent.

### **D. Non-M-DCPS Compensation**

No M-DCPS employee may use his/her regular work hours to earn compensation from sources other than the Board, except for services construed to be desirable public service approved by the Superintendent.

### **E. Employee Access to Information**

1. Pursuant to articles of this Contract, employees shall have full access to Board Rules and to all terms and conditions of employment.
2. Annual Statement of Information

Employees shall have access to at least the following information, and the employer will provide forms with which employees may request:

- a. sick leave accrual;
- b. salary step, level, advanced study credit, increment data, supplements, PIP, longevity;
- c. accrued vacation and compensatory time; and,
- d. certificate expiration date.

Such annual summary statements shall be received by employees no later than December 1 of each school year.

F. Health Services/Physical and Psychological Examinations Work Place Policies

1. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.
2. At all times, the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without a written statement of the need for such examination.
3. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When the option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.

G. Drug-Free Work Place General Policy Statement

M-DCPS and the UTD recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. M-DCPS and the UTD share a commitment to solve this problem and to create and maintain a drug-free work place.

M-DCPS is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to M-DCPS students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

a. Policy Objectives

- (1) to promote a healthy, safe-working, and learning environment;
- (2) to seek the rehabilitation of employees with a self-admitted or detected substance abuse problem;
- (3) to eliminate substance abuse problems in the work place;
- (4) to provide a consistent model of substance-free behavior for students;
- (5) to provide a clear standard of conduct for M-DCPS employees; and
- (6) to hire drug-free employees.

b. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- (1) Employees on duty or on Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- (2) Employees on or off duty will not influence students to use or abuse illegal drugs.
- (3) An employee convicted of any criminal drug statute violation occurring in the work place shall notify M-DCPS no later than five days after such a conviction.

c. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- (1) Employees on duty or on Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on Board property or on duty.

- (2) Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in Board Rule 6Gx13- 5D-1.021, School Health Services Program.

d. Policy Statement - Employee Physical Examinations/ Screening/Health Services

In order to establish and support a clear standard of conduct for employees, M-DCPS adheres to the following provisions:

- (1) Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board Rules.
- (2) Circumstances under which testing may be considered include, but are not limited to, the following:
  - (a) observed use of illegal drugs and/or abuse of alcohol during work hours;
  - (b) apparent physical state of impairment of motor functions;
  - (c) marked changes in personal behavior on the job not attributable to other factors; and
  - (d) employee involvement in serious or repetitive accidents on the job, causing personal injury to self or others and/or significant property damage.
- (3) Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the Miami-Dade County Public Schools "Drug-Free Work Place Technical Guide", which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography/Mass Spectrometry (GC/MS) test.
- (4) Medical records and information relating directly thereto will be maintained in strict confidentiality. Any laboratory contract

shall provide that the contractor's records are to be kept confidential under provisions of Florida law. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy, consistent with Florida's Public Records Act, and the purpose of achieving and maintaining a drug-free work place.

- (5) M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of M-DCPS, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to Board Policy, applicable Florida Statutes, State Board Rules, and applicable provisions of collective bargaining agreements.

#### H. Tobacco-Free Work Places

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products is prohibited on Board-owned/leased properties and vehicles.

All M-DCPS employees and applicants shall be informed of the M-DCPS tobacco-free work place policy.

## I. Employee Assistance Program (EAP)

The Board and the Union recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

The Board and the Union agree that assistance will be provided to such employees through the Employee Assistance Program (EAP). The EAP is intended to help employees and their families who are experiencing persistent problems that may jeopardize the employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively.

Confidentiality of records will be insured for participants in the program, according to established personnel file provisions, State Statutes, and federal regulations.

The Guidelines for the Employee Assistance Program are, by reference, made a part of this Contract.

### Employee Rights

Job security will not be jeopardized by referral to the EAP, whether the referral is considered a voluntary referral, in which an employee elects to participate in the program, or a supervisory referral, in which a supervisor uses adopted guidelines to refer an employee into the program.

An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

## J. Safety

### 1. Employee Safety

Supervisors will take every reasonable precaution to protect the life, health, and safety of each employee at their work sites. Employees shall not be required to perform duties which would endanger their health, safety, or well-being, nor will employees be required to work under unsafe and/or hazardous conditions, as determined by the Department of Safety.

### 2. Chemicals and Diseases

In the event employees are exposed to childhood diseases or toxic chemicals, as part of their ordinary duties, they will be given prescribed examinations and tests at the time of such exposure, and thereafter, as determined by the

examining physician. Employees will be examined or tested on the Board's time and at the Board's expense. Refusal by an employee to submit to such examinations and tests shall be grounds for appropriate disciplinary action, including dismissal.

3. Accident Reports

In the event an employee is involved in an accident or injury, an accident report will be completed and distributed, as prescribed by administrative directives.

4. Safety Devices

Employees shall be required to wear the safety devices, protective clothing, or equipment designated by management for employee protection. Safety devices and equipment, when required, will be provided by the Board. Refusal or failure of an employee to use or wear such devices or equipment shall be grounds for appropriate disciplinary action, including dismissal.

5. Facilities

The Board recognizes that teaching and learning are greatly enhanced by a facility that is well-maintained and supplied with materials that are basic and enriching. The Board reaffirms its philosophy of providing students and teachers with such an environment.

K. Freedom of Speech

The parties agree that since the Constitution of the United States guarantees every citizen the right to free speech, all UTD bargaining unit members may speak with the media without fear of reprisal. This right of Freedom of Speech shall extend to any forum in which the employee expresses his/her opinion. Any dispute arising under this provision will not be arbitrable.

**Section 3. Procedures for Continued Employment of Educational Support Personnel**

- A. Educational support personnel include office and clerical, school support, (as designated in Articles XVII and XVIII), and paraprofessional personnel. (See Appendix F)
- B. The annual appointment of educational support personnel is accomplished in accordance with the requirements of Florida Statutes, Chapter 231.3605.
- C. For purposes of the probationary period, defined in Chapter 231.3605(2)(a), Florida Statutes, all full-time educational support personnel shall be employed on a probationary basis by M-DCPS for three years, with the exception of office employees, who shall be employed on a probationary basis for one year. The three-

year or one-year probationary period constitutes eligibility for continued employment, as defined herein; it does not alter or replace existing provisions defining probationary periods for newly-hired personnel or those changing to positions having different job classifications.

Part-time employees working 20 or more hours per week for 36 weeks, or a total of 687 hours per year, meet the eligibility requirements, as described herein.

For purposes of crediting experience, a "year" is defined as 99 days, exclusive of summer employment, for 10-month employees, and 116 days for 12-month employees. (See Appendix E)

Days include actual service, including sick leave and holidays, for which compensation was received in any fiscal year.

- D. Upon successful completion of the probationary period, the employees' employment status shall continue from year to year, unless the number of employees is reduced on a district-wide basis for financial reasons, or the employee is terminated for just cause. Just cause includes, but is not limited to, misconduct in office, incompetency, gross insubordination, willful neglect of duty, immorality, and/or conviction of a crime involving moral turpitude. Such charges are defined, as applicable, in State Board Rule 6B-4.009.
- E. The employee is entitled to be represented by up to two representatives of the Union at any conference dealing with disciplinary action(s).
- F. Where the Superintendent recommends termination of the employee, the Board may suspend the employee with or without pay.

The employee shall receive written notice and shall have the opportunity to formally appeal the termination by notifying the School Board Clerk of the employee's intent to appeal such action within 20 calendar days of receipt of the written notice.

Following receipt of an appeal, the Board shall appoint an impartial administrative law judge, who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal.

Prior to the hearing, the Board will file and serve the employee with a Specific Notice of Charges.

The Board shall set a time limit, at which time the findings of the administrative law judge shall be presented.

The findings of the administrative law judge shall not be binding on the Board, and

the Board shall retain final authority on all dismissals.

The employee shall not be employed during the time of such dismissal, even if appealed. If reinstated by Board action, the employee shall receive payment for the days not worked and shall not lose any seniority or be charged with a break in service due to said dismissal.

Dismissals are not subject to the grievance/arbitration procedures.

## **ARTICLE XXII -- ACADEMIC FREEDOM**

### **Section 1. Role of the Board**

The Board acknowledges that a free society is dependent upon the education afforded its people and, therefore, affirms the right of teachers to freely pursue truth and knowledge. Further, the Board has the authority to establish educational policy and the guidelines for utilization of instructional materials of any nature in classroom presentation.

In establishing said guidelines, the Board shall provide for and consider: course content; maturity level of students; needs and abilities of students; and teacher judgment.

### **Section 2. Academic Freedom Guidelines**

Teachers shall be guaranteed freedom in classroom presentations and discussions and may introduce political, religious, or other controversial material whenever, in teachers' professional judgment, it is appropriate to the instructional objectives and the age level of the students.

Teachers shall be guaranteed freedom of choice and flexibility with respect to teaching styles and methodology to be used in the instruction of children within Board objectives. Where a principal has substantiated a need for an improved teaching style and methodology, through personal conferences and classroom observations, the teacher shall develop a methodology and teaching style more suitable for the attainment of Board objectives.

In performing their teaching function, teachers shall be guaranteed freedom in expressing their personal opinions on all matters relevant to the course content provided, however, when doing so, they will indicate they are expressing personal opinions.

Teachers shall not be censored or restrained in the performance of their teaching functions on the grounds that the material discussed and/or opinions expressed are distasteful or embarrassing to those in authority.

Nothing in this Article shall exempt teachers from their duties, as described in Florida Statutes.

## ARTICLE XXIII -- UNION RIGHTS

### Section 1. Union Activities

No employee shall engage in Union activities during the time the employee is engaged in the direct instruction of students or assisting in that instruction, except that members of the Union's negotiating committee and its selected employees in subject matter areas shall, upon proper application, be excused without loss of pay for that time spent in negotiations with the Board or its representative(s).

### Section 2. Union Meetings

- A. A Union-designated representative or building steward, upon giving three days' advance notice to the principal, will be permitted to schedule a regular Union meeting of employees at the work location at least once each month, provided the meeting does not interfere with the direct instruction of students. In non-school work locations, such meetings may be scheduled during the workday at a time agreed upon by the supervising administrator and the Union's representative. Monthly meetings scheduled in advance for the entire school year are accepted in lieu of three days' notice.
- B. Emergency Union meetings shall be allowed and scheduled at work locations, provided the Union has requested each work location Union unit to conduct such meetings and, further provided, that the Union or a representative of the Union has given 24 hours' notice to the building principal or work location supervisor, so long as such meeting does not interfere with the direct instruction of students.
- C. By mutual agreement, if approved by the principal, the Union's monthly meeting may be held in lieu of the normally scheduled time for a required faculty meeting.
- D. Special meetings of employees at each work location may be held by the Union, upon prior notice to the principal, under the same conditions as set forth for regular Union meetings.
- E. A Union-designated representative shall be allowed 10 minutes at any required faculty meeting to report on matters involving employee and Union activities.

### Section 3. Union Activities at Work Locations

- A. No employee shall be reproached for wearing pins or other identification of membership in the Union.
- B. A Union-designated representative shall be allowed to conduct Union business at duty-free times when not directly instructing students.
- C. Union staff, as well as other Union designated representatives, will be permitted access to any school system facility for the purposes of conferring with the building

principal or work location supervisor, administering this Contract, membership solicitation, and meetings with employees, provided that such access does not interfere with the direct instruction of students and provided that the steward or UTD staff person/designated representative notifies the office of his/her presence at the work location.

- D. The building steward shall have access to the work location 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.
- E. The Union reserves the right to endorse up to two insurance carriers, third-party administrators, or union benefits program. A UTD endorsement authorizes the endorsed carriers/administrators, or union benefit programs to:
  - 1. Make presentations at Union meetings at the request of the building steward; and,
  - 2. Use school premises at times that do not interfere with normally- scheduled work times and enroll Union members in individual insurance/annuity products.

In order to qualify for UTD endorsement, carriers, administrators, or union benefits programs must agree to indemnify, save harmless and defend The School Board of Miami-Dade County, Florida, its employees and agents, from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees) which may arise out of the activities of the carriers, administrators, or union benefits programs, their agents or employees.

#### **Section 4. Time for Union Representatives**

Union building stewards and officers assigned to work locations shall be exempt from homeroom responsibilities in order to assist in the orderly implementation and administration of this Contract, except where the homeroom period is part of a regular teaching period. In such cases, the principal shall designate another time period, equal in duration to the homeroom portion of the period, for this purpose. Whenever possible, secondary building stewards' planning periods will be scheduled to coincide with the regular school lunch period.

Building stewards, including adult center building stewards, officers and lead stewards, assigned to work locations, shall be permitted to leave the work location when students are dismissed in order to attend official meetings of the Council of Building Stewards. Additionally, building stewards and officers who are employed in adult evening programs as Teachers, Paraprofessionals, Office Employees, and School Support Personnel shall be allowed to leave the work location up to two (2) hours before the start of official meetings of the Council Building Stewards except in instances where it would adversely affect the operation of the program.

In order to expedite the implementation of this Contract at the work-site level, the Superintendent and the UTD President or Designee, by mutual agreement, will schedule a joint meeting of principals, stewards, and officers for the purpose of conducting joint Union-management training and/or informational sessions.

### **Section 5. Bulletin Boards**

- A. At least one bulletin board shall be reserved at an accessible place in the employees' lounge for the exclusive use of the Union for purposes of posting material dealing with Union business.
- B. The Union shall be allowed to post special Union bulletins in the same location as is posted the employee sign-in sheet.

No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted. Such allegations are appropriately processed through the grievance procedure and/or PERC.

### **Section 6. Temporary Duty -- Union Officers**

Temporary duty assignment with pay shall be provided for the President of the Union and up to four Union officers/designees selected by the Union or the equivalent of time for four Union officers/designees, who shall be released from their duties, upon 20 calendar day's notification, as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board. The Chief Personnel Officer may extend this provision to include additional Union designees as well as to reduce the notification time limits.

### **Section 7. Contract Implementation/Professional Development Days**

The Board agrees to authorize for each year of the contract the establishment of a pool of 1,500 contract implementation/professional development days of temporary duty assignment with pay to be utilized by employees selected by the Union for matters relating to increasing competencies necessary to the effective and orderly implementation of this Contract, as well as matters relating directly to the professionalization of teaching/education, and continued promotion of harmonious and cooperative relationships between the Board and the Union. Use of these days shall not be approved unless there is three days advance notice, in writing, to the supervising administrator, with a copy to the Chief Personnel Officer. No more than six unit members may be on full-time release at any given time. Use of these days for full-time release of unit members shall not be approved unless there is a 20-calendar day advance notice, in writing, to the supervising administrator, with a copy to the Chief Personnel Officer. Exceptions to this Provision must be approved by the Chief Personnel Officer.

### **Section 8. Parking Privileges**

The Board shall issue permits to the Union for parking in lots used by the Board.

## **Section 9. New Employee Orientation**

- A. The Union, in consultation with the Superintendent, shall be involved in the planning of new employee orientation programs.
- B. The Union will be provided one hour's time on any program to present Union information to new employees.
- C. A Union-designated representative shall be given a reasonable amount of time during employee preparation days to consult with new employees at the work location, such time to be mutually agreed to between a Union-designated representative and the principal or immediate supervisor.

## **Section 10. Use of Work Location Facilities for Meetings**

The Union and its educational agents shall be provided the use of work location facilities for meetings and education workshops and programs at secondary school sites to facilitate the ability of the instructional staff to maintain and upgrade their professional requirements. The meetings, workshops, and programs shall be after regular workdays and/or on non-school days, except as provided otherwise in this Contract. Reasonable costs shall be jointly determined by the parties.

## **Section 11. Information to the Union**

- A. Lists of vacancies and any lists which may be established by the Office of Human Resources showing seniority of employees for purposes of implementing provisions of this Contract relating to assignments, transfers, and continuing employment shall be made available to the Union. In individual cases relating to transfer, assignment, or continuing employment, specific information as to seniority will be made available to the Union in digital as well as in printed form, upon request.
- B. The Union shall be furnished 15 sets of current Board Rules and shall be provided with updates as they are issued, in printed as well as in digital form.
- C. The Board will supply UTD with lists of all office employees each September and monthly thereafter in printed as well as digital form. The lists shall include, but not be limited to: name, employee number, home address, telephone number, work location, job code, job title, pay grade, and step.
- D. The Board agrees to provide UTD with the following documents and publications (one copy in printed as well as digital form unless otherwise indicated):

- School Board Agendas
- School Board Minutes
- Examination Announcements (Office Employees)
- Training and Benefits Bulletins (Office Employees)
- Job Descriptions
- School District Organizational Chart

## **Section 12. Released Time to Attend Board Meetings**

Two members of the Union, designated by the UTD President or Designee, shall be authorized released time with pay to attend Board meetings.

## **Section 13. Solicitation Rights**

The Union shall have the right to form, organize, and solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the school day, provided solicitation does not interfere with the official duties of employees and the operation of schools.

Stewards at each work location, as well as other Union designated representatives, may solicit membership in accordance with Florida law at any time during the workday, provided said steward is not engaged in the direct instruction of students.

## **Section 14. Exclusivity Rights**

The Union rights, pursuant to the provisions of Florida Statutes, Chapter 447.307, are granted to the certified exclusive bargaining agent, the United Teachers of Dade, FEA/NEA, AFT, Local 1974, AFL-CIO, and such rights shall not be granted to any other Union or employee organization.

### **A. U. S. Mail**

Federal law and U. S. Postal Regulations govern the rights of individuals and/or organizations to use the U. S. mail. When U. S. mail is addressed to an individual staff member and is delivered to his/her M-DCPS work location, it must be placed in the employee's mailbox or hand delivered to the employee. Additionally, all such mail shall not be intentionally opened. Management is not required to process or deliver U. S. bulk mail which is not addressed to specific staff members or mail addressed to "occupant" or "teacher".

### **B. Work Location Mailboxes**

Pursuant to Article XXIII, Section 15 of the contract, UTD representatives (i.e., UTD building stewards and Union-designated Representatives) shall be afforded access to work location mailboxes.

Individual employees do not have access to work location mailboxes, except when required by official school business. Minority/rival Unions, however, do not have access to work location mailboxes.

### **C. Bulletin Boards**

Pursuant to Article XXIII, Section 5 of the contract, at least one bulletin board shall be reserved at an accessible place in the employees' lounge for the exclusive use

of UTD for purposes of posting material dealing with Union business. Also, the Union (UTD) shall be allowed to post special Union bulletins in the same location as is posted the employee sign-in sheet.

No literature or posters alleging a misdeed(s) on the part of a specific management or Union representative shall be posted. Such allegations are appropriately processed through the grievance procedure and/or the PERC.

If there currently exists a separate, all-purpose bulletin board at a given work location on which individual employees post notices, this practice may continue.

D. Solicitation

Pursuant to state statutes and contract provisions, both the exclusive bargaining agent and individual employees have the right to solicit Union membership. Such solicitation is permitted only during duty-free time. UTD building steward(s) shall be allowed to conduct Union business at duty-free times when not directly instructing students (pursuant to Article XXIII, Section 3 of the contract). Minority/rival Union representatives are not permitted to solicit membership at M-DCPS work locations.

E. Access

The exclusive bargaining agent (but not a minority/rival Union) shall be afforded access to M-DCPS work sites and grounds, including work location parking lots. All persons are required to abide by Board Rule 6Gx13- 1B-1.061 when visiting schools.

F. Material Distribution

The exclusive bargaining agent is permitted to distribute materials in non-working areas at the work site. Individual employees may distribute materials to individual staff members in non-working areas and on duty-free time.

Employees are prohibited from leaving stacks of materials anywhere on school or work location premises.

Minority Union representatives shall not distribute or leave stacks of materials anywhere on school or work location premises.

G. Representation

1. Conference-for-the-Record

If the employee desires, he/she has the right to request representation by the exclusive bargaining agent or to represent himself/herself in a Conference-for-the-Record. An employee may not be represented by a minority/rival Union or by an attorney in a Conference-for-the-Record.

## 2. Grievance Hearing

UTD has the right, under Heath v. School Board of Orange County, to exercise its right of representation on behalf of dues-paying and non-dues-paying members. If UTD chooses to represent a grievant, then the individual cannot refuse this representation. A desire by an employee for self-representation does not preempt UTD's rights and responsibilities in this process. If UTD, however, chooses not to represent the grievant, due to the grievant's lack of membership in UTD, the grievant cannot be denied access to the grievance procedure. If the individual desires to pursue the grievance, he/she must proceed in accordance with the procedure contained in Appendix A.

Where Union representation is provided, the employee shall be represented by the bargaining agent, provided, however, that if the bargaining agent chooses not to represent the employee solely because the employee is not a dues-paying member of the Union, the employee shall have the right to process his/her own grievance in person or through legal counsel.

### H. Meetings on Work Time

Pursuant to Article XXIII, Section 2 of the contract, the exclusive bargaining agent is permitted to schedule and conduct Union meetings on work time. Neither individual employees nor a minority/rival Union, however, is permitted to schedule or conduct meetings on work time.

### I. Work Location Public Address System

Pursuant to Article XXIII, Section 3(D) of the contract, the UTD building steward shall have access to the work location 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.

Neither individual employees nor a minority/rival Union shall have access to the work location public address system.

- J. The parties agree that all electronic mail (E-mail) directed to teachers, paraprofessionals/associate educators/school support personnel and/or clerical staff shall be given to the appropriate personnel by the supervising administrator or his/her designee as soon as possible.

## **Section 15. Reasonable Access**

Representatives of the exclusive bargaining agent shall be afforded reasonable access to information during the bargaining process and in the administration of this Contract, such as, but not limited to, access to work locations, work location mail boxes, school system mail delivery service (if legal by U. S. Postal regulations), and work location unit meetings.

## ARTICLE XXIV -- CREDENTIAL PAYMENT

### Section 1. Statement of Purpose

The purpose of the credential payment is to enhance the quality of education for students in Miami-Dade County by providing M-DCPS employees increased financial incentive for the pursuit of further study and expertise in their respective fields.

### Section 2. Oversight

- A. A joint committee shall oversee all procedures, guidelines, and other aspects governing credential payment. Such procedures and guidelines shall be subject to review by the Superintendent and the UTD President or Designee and final approval by the Superintendent.
- B. The committee shall serve to make amendments, as warranted, to ensure the orderly and equitable implementation of these programs and is also empowered to make recommendations for the adjudication of disputes.

### Section 3. General Agreements

Credential payments, as stipulated in Appendix E, shall be available to employees who occupy instructional positions listed in Appendix F, Instructional Job Titles, in accordance with the following provisions:

- A. Amount of Payments Above the Bachelor's Degree
  - 1. Master's degree -- \$3,000
  - 2. Specialist degree -- 5,000
  - 3. Doctorate degree -- 7,000
  - 4. Applicable credential payments shall be made to eligible teachers in the vocational program who possess equivalency certification/degree(s), as stipulated in Appendix E.
- B. Changes in Florida Statutes and/or State Board Rules shall not affect credential payment authorized, pursuant to this Article.
- C. Effective Dates
  - 1. The effective date for implementation of the credential payment salary schedule shall be the date of the quarter (January 1, April 1, July 1, or October 1) after completion of eligibility requirements, as indicated on the transcript by the issuing university.

2. Completion of eligibility requirements shall be defined as: (a) filing an official M-DCPS/UTD application for credential payment with the Office of Human Resources (receipt acknowledged and dated by M-DCPS); and (b) completion of course work/degree requirements prior to the date of the quarter for which payment is requested, as indicated by the date on the transcript, or other appropriate evidence provided by the university. M-DCPS shall notify all new employees of the availability of the credential payment program and the procedures for making application.

D. Eligibility

1. Employees who hold or obtain an advanced degree in the subject matter field/position to which they are assigned or in which they are certified shall be eligible, except as noted below.
2. Employees who hold an advanced degree may qualify by virtue of 15 graduate semester hours (or the equivalent) in the subject matter field/position to which they are assigned or in which they are certified.
  - a. Employees who are eligible for the credential payment in one subject field, but who are not teaching in that field, will receive the credential payment. However, when the employee is offered a position in the school system in the subject field of eligibility for the credential payment, the employee must accept the position offered or lose the credential payment.
  - b. Employees with advanced degrees in library science or guidance and counseling, but who have never been appointed as media specialists or guidance counselors, must hold or obtain 15 graduate semester hours or the equivalent in their teaching field in order to be eligible for the credential payment.
3. Employees who are otherwise eligible but who are placed administratively in an assignment other than that in which they meet the requirements shall be eligible.
4. Graduate course work and/or degrees in the area of reading, mathematics, computer education, exceptional student education, and/or ESOL/bilingual education shall be considered infield for all personnel, in recognition of the importance of basic skills and exceptional student education.
5. Descriptions of content, as well as titles, codes, and numbers, shall be valid indicators of the applicability of courses or degrees.
6. In order for a course to be applicable for credential payment, the course must be in the individual's area of specialization, as defined in this Article.

7. Graduate course work in subjects specified as required or germane in a specific subject area shall be applicable for purposes of satisfying eligibility requirements.
8. Subject fields shall be broadly defined. For example, language arts shall encompass subject fields such as reading, literature, composition, speech, debate, drama, grammar, and journalism. Social studies shall include subject fields such as history, geography, sociology, economics, government, civics, political science, and psychology.
9. The concept of broad interpretation of subject field shall apply to all areas. Examples enumerated shall not be construed as limitations to the exclusion of course areas traditionally recognized as related and germane.
10. Infield definitions for determining eligibility for payment of the Professional Incentive Program (PIP) supplement and tuition reimbursement shall be the same as those for credential payment.
11. Agreement upon these guidelines shall not be construed as precluding further agreement subsequently perceived as necessary to implementation of credential payment provisions.
12. Courses in administration and supervision shall not be applicable.
13. The course code/number must be consistent with that used by the university or college issuing the credit for courses offered at the graduate level.
14. To qualify as graduate level, credit must have been earned after the applicant was granted the Bachelor's degree and must be clearly identified as such.

#### **Section 4. Application, Processing, and Appeal Procedures**

- A. Applicant must submit an application form approved by the M-DCPS/UTD Credential Payment Committee and made available to employees by M-DCPS.
- C. Applicant must submit graduate transcript(s) bearing the official university seal.
- C. Applications shall be processed as nearly as possible in the order in which they are received.
- D. Applicants whose applications are disapproved because of a technicality (e.g., required documentation not attached or application form incomplete) shall be notified and afforded every reasonable opportunity to complete the application appropriately.

- E. Applications which require interpretation of these provisions shall be referred to a subcommittee of two members of the Credential Payment Committee, one representative each of M-DCPS and the UTD, for review and decision.
- F. In the event the Credential Payment Subcommittee is unable to reach agreement, the application shall be referred to the M-DCPS/UTD Credential Payment Committee for disposition.
- G. Applicants whose applications are disapproved shall be notified that they may appeal the decision to the committee by resubmitting and supplying such additional and germane information and/or documentation as will be helpful in reaching a decision regarding the appeal. The decision of the committee is final and not grievable or arbitrable.

## **Section 5. Degrees and Course Work Defined as Infield**

- A. Teachers at the elementary school level (including specialists, such as music, art, and physical education teachers, as well as regular classroom teachers)
  - 1. Advanced degree(s) in elementary education and/or early childhood education;
  - 2. Elementary and/or early childhood education certification and an advanced degree(s) and/or courses in academic disciplines: language arts, mathematics, science, and social studies;
  - 3. Elementary and/or early childhood education certification and an advanced degree(s) and/or courses in music, art, physical and/or health education, exceptional student education, consumer economics, and career education;
  - 4. Guidance and Counseling Courses - Up to six semester hours in guidance and counseling.
- B. Teachers at the Secondary Level  
Advanced degree(s), and/or courses in specific subjects by name (for example):
  - 1. Academic disciplines: language arts; mathematics; science; social studies; and foreign languages.
  - 2. Other fields: music; art; physical education and/or health, safety, driver education; exceptional student education; industrial arts/vocational technical education; business education; or home and family education.
- C. Teachers of English for Speakers of Other Languages (ESOL)  
Infield definitions shall be the same as those for other teachers of language arts.

D. Teachers of Languages Other than English

1. Advanced degree(s) with graduate major in the language.
2. Graduate course work related to the country or countries in which the language is spoken (e.g., culture, literature, history, government, economics, and geography).

E. Teachers of Exceptional Students

Advanced degree(s) and/or courses in exceptional student education, as well as degrees or courses in the areas of specific disabilities.

F. Guidance Counselors

1. Advanced degree(s) in guidance and counseling.
2. Graduate course work from among the areas specified for certification in guidance.

G. School Psychologists

1. Advanced degree(s) in psychology or school psychology.
2. Graduate course work from among the areas specified for advanced degree certification in school psychology.

H. School Social Workers

1. Advanced degree(s) in social work, guidance and counseling, or psychology.
2. Graduate course work from among the areas specified for certification as a school social worker (formerly visiting teacher).

I. Teachers assigned to alternative schools, COPE, Centers for Special Instruction, and TRUST Specialists

1. Advanced degree(s) in subject matter field or special education.
2. Graduate course work from among the following areas: individual's subject matter field, guidance and counseling, special education, child growth and development or human behavior, school and society, or health education.

J. Media Specialist

1. Advanced degree(s) in library science or educational media.

2. Graduate course work from among the areas specified for certification.
- K. Business Education or Cooperative Business Education Teachers
1. Advanced degree(s) in business education.
  2. Graduate course work in any of the following areas: accounting or bookkeeping, economics, shorthand, typing, business law, business mathematics, business English, business administration, business and/or office machines, data processing/computers, sales/marketing, or vocational education.
- L. Home Economics Teachers
1. Advanced degree(s) with a graduate major in home economics.
  2. Graduate course work in any of the following areas: housing, home management, family economics or consumer economics or family finance, marriage and family relationships, child care and development, career education, food, nutrition, chemistry, bacteriology, physiology, clothing and textiles, interior decoration, or health.
- M. Teachers in Work Experience, Diversified Cooperative Training
1. Advanced degree(s) in business education, vocational education, mathematics, or language arts.
  2. Graduate course work in any of the following areas: business education, career education, mathematics, language arts, or skill areas in vocational education.
- N. Teachers in Cooperative Health Occupation Education (with Bachelor's degree)
1. Advanced degree(s) in nursing.
  2. Graduate course work in health occupation areas.
- O. Teachers in Cooperative Distributive Education
1. Advanced degree(s) in economics, marketing, sales and merchandising, and vocational education.
  2. Graduate course work in economics, sales and merchandising, and vocational education.

P. Industrial Arts Teachers

1. Advanced degree(s) with a graduate major in industrial arts or vocational education.
2. Graduate course work from among the following areas: metals, woods, power and transportation mechanics, graphic arts, drafting and design, crafts, electricity, electronics, or vocational education.

Q. Athletic Directors, School Business Managers, Directors of Student Activities, and Educational Specialists

In recognition that individuals in these positions contribute to the total school program and are administratively assigned, individuals who otherwise satisfy the credential payment requirements in their teaching field shall not be denied eligibility on the basis of their serving in such capacities.

R. Adult Education Teachers

1. Advanced degree(s) in the discipline(s) in which they teach or are certified.
2. Graduate course work in individual's subject matter field.
3. Courses or degrees in adult education are also applicable for teachers in the Adult Basic Education Program.

S. Other Vocational/Technical Education Teachers

1. Advanced degree(s) and/or course work in individual's subject matter field.
2. Course work in professional industrial education and other appropriate technical courses.

T. Vocational, Technical, Industrial, and Cooperative Health Education Teachers Who Hold Equivalency Certificates

Holders of advanced vocational equivalency certificates shall be eligible for credential payment at the level of eligibility stipulated in Appendix E.

U. Occupational and Placement Specialists

1. Advanced degree(s) in guidance and counseling.
2. Graduate course work from among the following areas: career education, occupational placement, guidance and counseling.

Note: Full-time CAP Advisors and Athletic Trainers who are on the AO Salary Schedule are not eligible for the credential payment provisions.

## ARTICLE XXV -- INCENTIVE PAY PLANS

### Section 1. Professional Incentive Program (PIP)

- A. These provisions shall not be applicable for employees hired and placed on active status subsequent to July 1, 1989.
- B. The Professional Incentive Program (PIP) supplement for all full-time certificated employees on active teaching assignments, excluding permanent and pool substitutes, shall be in the amount of \$340 for 10-month employees and \$408 for 12-month employees.
  - 1. Such salary supplement, when earned, shall become part of the employee's salary. Salaries for those eligible employees who are employed beyond 10 months shall be adjusted accordingly.
  - 2. Applicants who earn a new degree after receiving one PIP supplement may qualify for another supplement by meeting the 15-unit requirement subsequent to having earned the new degree.
- C. Fifteen units shall be earned to fulfill requirements for a PIP supplement.
  - 1. All units shall be earned:
    - a. After the effective date of employment (first day of actual duty);
    - b. By full-time, certificated employees on active teaching assignments with M-DCPS; and
    - c. Subsequent to qualifying for the salary schedule on which an applicant is currently being paid.
  - 2. Fifteen units shall be earned through study.
  - 3. Two units may be earned in directing interns.
  - 4. Units may not be earned in inservice courses taken during the normal workday in lieu of instructional duties, except when participating in a Staff Development Program approved by the Superintendent through the Teacher Education Center. Courses prescribed for unacceptable ratings shall not be applicable for PIP payments or for Master Plan Points.
- D. Units may be earned in two ways:

1. Study

a. All units for study shall be earned in the employee's subject area or in courses leading to an advanced degree in the subject area. The entire 15 units may be earned in courses as follows:

- (1) Taken for college or university credit;
- (2) Taken for equivalency of no less than three semester hours' credit when the sponsoring institution submits an official letter stating that the individual has earned the equivalency of a specific number of semester hours of credit; and
- (3) Sponsored by the M-DCPS in a Staff Development Program, approved by the Superintendent through the Teacher Education Center and taken for no credit, when evidence of completion of work is presented.

b. One unit in study shall be equivalent to one semester hour of credit. Courses required by the M-DCPS Staff Development Program shall be approved by the Superintendent.

E. Employees must submit to Compensation Administration, Office of Human Resources, an application and all supporting documents in order to be eligible for payment, effective the quarter subsequent to completion of the required units.

**Section 2. Alternative Education Stipend**

To be eligible to receive this stipend, a teacher must be employed at the following alternative education sites and must receive an acceptable annual evaluation. The stipend shall be prorated as to the portion of the contract year employed in this capacity. Paraprofessionals and school support personnel who work full-time in the alternative education sites shall receive a stipend equivalent to one-third of the stipend paid to teachers prorated as to the portion of the contract year employed in this capacity. Office employees who work full-time in alternative education sites shall receive a stipend equivalent to one-fourth of the stipend paid to teachers prorated as to the portion of the contract year employed in this capacity. To be eligible to receive this stipend, an Office Employee must receive an acceptable annual evaluation.

Stipend (Teacher)	Stipend (Paraprofessional/ School Support Personnel)	Stipend (Office)
\$1,217	\$401	\$305

## Alternative Education Sites:

- Academy for Community Education
- Better Outlooks
- COPE Center (North and South)
- Dade Halfway House
- Dade Intensive Control
- Here's Help (North and South)
- In-School Pilot Programs
- J.R.E. Lee Opportunity School
- Jan Mann Opportunity School
- Juvenile Justice Center
- Kendall Stay Center
- MacArthur North and South
- Miami Try Center
- Pre-Trial Detention Center
- The Miami Bridge
- The Village South
- VIP Program
- Other Alternative Education Sites As Designated by the Board

### **Section 3. Critical Staff Shortage**

- A. The Board and the Union agree to review, annually, employment needs and trends to determine if there are anticipated full-time teaching assignments in critical staff shortage areas. The annual review will identify, on or before March 1 of the current year, full-time teaching areas for which newly-hired teachers in the subsequent year will be given a one-time only stipend and the amount of such stipend which they shall receive after the end of their initial year of service, prorated as to the portion of the contract year employed. Permanent substitutes are excluded from this Provision. For the term of this Contract, the stipend shall be \$1,000, unless modified by mutual agreement.
- B. Teachers from other school districts or states hired in any of the critical staff shortage areas may bring in all years of experience or begin at Step 2, whichever is greater, for salary purposes. New teachers hired, without experience, in critical shortage areas will begin at Step 2 for salary purposes.

### **Section 4. Graduate Certificate and Urban Education Programs**

- A. These provisions shall not be applicable for employees hired and placed on active status subsequent to July 1, 1992.
- B. A Graduate Certificate Program has been developed to enhance the professional development of teachers employed in specified schools selected by the district from Title 1 schools. The program, which was designed in consultation with the UTD and Florida International University, shall have as its major focus motivational techniques to be employed with economically disadvantaged students, improving students' self-concepts, adaptation of teaching skills to learning styles, and other areas of emphasis agreed upon as beneficial to teachers of economically disadvantaged students.
- C. It is agreed that, upon completion of the Graduate Certificate Program (comprised of 15 hours of graduate credit) and upon completion of satisfactory service, as evidenced by the official evaluation coupled with the return to the designated

schools, the employee shall receive a stipend of \$500 and may apply the earned graduate hours to the "in-field" requirement for credential payment. The stipend shall continue so long as the employee receives an acceptable evaluation and remains in a designated school assignment.

- D. Further, an Urban Education Program has also been developed which will lead to advanced degrees for which credential payments shall be made, if special provisions are met. A stipend of \$1,000 shall be paid, provided special provisions are met. The special provisions referred to are:
1. The employee shall teach in a selected Title 1 school and agree to remain in that assignment for at least three years, and receives an acceptable annual evaluation.
  2. The employee shall maintain a "B" average or better in the program.
  3. The Urban Education stipend shall be paid in addition to all other stipends, supplements, and scheduled salary amounts and shall continue to be paid annually so long as the employee remains in a selected Title 1 school.
  4. Additionally, if the employee who successfully completes the Urban Education Program already has an "in-field" Master's or other advanced degree, said employee shall be paid the next higher differential in the credential payment schedule.
- E. Tuition reimbursement shall be available for all graduate credits earned in the Graduate Certificate Program and in the Urban Education Program which has been developed. Such reimbursement shall be paid in advance in three installments, per year, to Florida International University by M-DCPS for all eligible teachers. Teachers receiving advance tuition payment for the Graduate Certificate Program and the Urban Education Program shall agree to and shall sign a statement which specifies that the advance tuition payment is made on the condition that the teacher shall complete the 15 hours of credit with a "B" average or better, and the teacher agrees that failure to complete the program or failure to meet the required "B" average will obligate the teacher participant to repay the school system the amount of tuition paid in advance by the M-DCPS. The statement to be signed by the teacher shall also include authority for payroll deductions for such repayment, when necessary.
- F. The parties agree to determine, annually, the number of participants and the designated schools for both the Graduate Certificate Program and the Urban Education Program. Such determinations shall be finalized and notification given to eligible participants prior to July 1 of each year.
- G. Teachers who are eligible for participation in these incentive programs and are declared surplus from an eligible school assignment shall maintain their eligibility,

unless it is documented that they have refused an assignment to an eligible work location.

## **Section 5. Tuition Reimbursement For Certificated Employees**

- A. All full-time certificated employees, including pool substitutes, but excluding emergency and permanent substitutes, shall be eligible to receive tuition reimbursement payments for up to nine graduate semester hours (or the equivalent in quarter hours), per year, from an accredited institution of higher learning at a rate not to exceed \$130 per semester hour up to a total of 36 graduate semester hours leading to an advanced degree in a subject field and/or Teacher Leadership Program, as established in Credential Payment Guidelines (Article XXV).
- B. The period in which the nine hours may be taken extends from the fall term to the succeeding fall term for the particular institution the employee is attending. Tuition reimbursement shall be limited to:
  - 1. Graduate level courses leading to a Master's degree, Specialist degree, or Doctorate degree in the teacher's subject area;
  - 2. Graduate level courses in the teacher's subject area, in the event the teacher's Master's degree, Specialist degree, or Doctorate degree is not in his/her subject area;
  - 3. Undergraduate and/or graduate level courses leading to state certification in a subject area designated as a critical staff shortage area;
  - 4. Graduate level courses in the Graduate Certificate and Urban Education Master of Science Programs (up to 15 semester hours from fall term to succeeding fall term); or
  - 5. Graduate credit courses leading to state certification in educational leadership.
- C. Courses may be completed during the individual's employment period.
- D. The parties agree to review the current level of tuition reimbursement and to develop a Request For Proposals (RFP) for a local university(ies) to become a preferred-provider for M-DCPS employees. This RFP shall include a program for providing courses which are currently eligible for tuition reimbursement, as well as other professional growth opportunities for employees. Implementation of this program shall be subject to Board approval of a specific proposal submitted in this regard.
- E. Graduate credits earned during the summer are reimbursable if participants are employed as certificated employees by the Board in the succeeding year.

- F. In order to receive reimbursement, receipt(s) for paid tuition and official transcript(s) must be submitted to the Compensation Administration no later than two years after the end of the term/semester during which the course was completed or within two years after official establishment of degree candidacy, whichever is later. An employee who believes that special circumstances beyond his/her control prevented compliance with the above timeframes may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review such appeal and render a decision, a copy of which shall be furnished to the employee and the Union.
- G. Payment will be made in a timely fashion upon verification of submitted required documents.
- H. Infield definitions, as established in the Credential Payment Guidelines (Article XXV), are utilized for making infield determinations regarding tuition reimbursement. Courses are reimbursable in subject areas according to the employees' subject field(s).
- I. Personnel employed as Physical Therapists and Occupational Therapists will be offered continuing education units through FDLRS at no cost to the Therapists. If courses for continuing education units are taken other than through the FDLRS, the Physical Therapists/Occupational Therapists will be responsible for the payment and will not be reimbursed by the Board.

#### **Section 6. Montessori Training Program**

- A. The M-DCPS' Montessori Program is designed to provide a carefully planned, stimulating, and structured environment which will help students acquire a methodology for life-long learning and provide an excellent foundation for the development of creativity, intellectual capability, and sensory awareness.
- B. The district agrees to offer a tuition-paid Master's Degree Program which will result in Montessori A.M.S. (American Montessori Society) elementary certification. Participation will be initially limited to a maximum of 25 participants, with any future expansion, subject to agreement by the parties.
- C. The Montessori Master's degree shall be recognized as infield for credential payment purposes.
- D. Purchase of training manuals and reference books will be the responsibility of participants.
- E. Opportunities to participate will be advertised and teachers who successfully complete the screening and review process and are selected by a joint M-DCPS/UTD committee will be authorized to enroll in the Barry University graduate school in order to pursue a Master's degree in Montessori education. Screening

criteria shall include a record of acceptable teaching performance, appropriate State of Florida certification, and a recommendation from the supervising administrator. Priority consideration will be given to eligible teachers assigned to schools which implement a Montessori Program.

- F. Selected participants must maintain a "B" or better grade average. Additionally, participants must agree, in writing, to accept assignment in a Montessori Program for a period of three years subsequent to the completion of the Master's Degree Program. Failure to fulfill these requirements shall obligate the teacher to repay tuition to the M-DCPS. Upon request of the teacher, extenuating circumstances shall be considered by the Chief Personnel Officer for Human Resources.
- G. The parties agree to develop a training incentive program for paraprofessionals during the 1994-95 school year.

### **Section 7. Minority Evaluation Needs Program**

- A. The M-DCPS program which addresses minority evaluation needs is primarily designed to attract teachers who are bilingual Haitian-Creole/English to become trained and certified as school psychologists. Teachers who successfully complete a screening and review process and are selected by the joint M-DCPS/UTD Selection Committee will be authorized to enroll in the Florida International University (FIU) graduate program in order to pursue an Educational Specialist Degree in school psychology at no cost to the individual. Participation will be limited to a maximum of four participants, with any future expansion, subject to agreement by the parties.
- B. Screening criteria shall include a record of acceptable teaching performance, appropriate State of Florida certification, a recommendation from the supervising administrator, and ability to meet graduate school criteria. Priority will be given to eligible teachers who are currently certified as guidance counselors, school social workers, and/or are currently serving as Trust Specialists.
- C. Selected participants must maintain a "B" or better grade average in the program. Participants will be assigned as teachers on special assignment to the Office of Exceptional Student Education, for the duration of the program, to function as interpreters and assistants to district and ACCESS Center psychologists in consultation and evaluation processes, based on their level of training and skills.
- D. Participants receiving advanced tuition payment shall agree to and accept an assignment as a school psychologist for a period of three consecutive years subsequent to the successful completion of the Educational Specialist's Degree Program. Failure to fulfill this requirement shall obligate the participant to repay the school system the amount of tuition paid by M-DCPS. Upon request, extenuating circumstances shall be considered by the Chief Personnel Officer for Human Resources.

## ARTICLE XXVI -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Pursuant to School Board Rule 6Gx13-2C-1.111, the parties define Professionalization of Teaching/Education as a district-wide educational restructuring initiative designed to improve schools and student achievement by raising the status of the education profession and increasing parental involvement. This Rule is hereby incorporated and made a part of this Contract.

The parties' long-standing practice of establishing joint task forces and committees with equal M-DCPS and UTD representation has constituted a major step in the establishment of an appropriate climate for the professionalization of teaching/education initiative. Individual task forces have provided forums for open discussion of many educational issues and/or problems. More importantly, these task forces have been responsible for making appropriate recommendations to the Superintendent and the UTD President or Designee. In essence, joint task forces have acted as a primary shared decision-making model, allowing teachers and administrators to develop new and positive working relationships.

The next logical phase of the reform process is to move toward enhanced shared decision-making in those areas that directly impact on the delivery of educational programs and services, rather than those which focus exclusively on governance. In this phase, the principal is the instructional leader working with the informed support of an empowered staff and an enlightened community to articulate, refine, and implement a shared vision for a particular school. Accordingly, the parties agree to collaborate in creating innovative models for training teachers, substitutes, and paraprofessionals, making full use of modern technology. The parties further agree to explore differentiated and specialized instructional job categories which would enhance classroom instruction well into the future.

Together, these initiatives represent a commitment to develop a comprehensive plan to revolutionize the essence of the teaching and learning process -- how teachers are trained and students are taught and how their performance and progress are evaluated.

### **Section 1. M-DCPS/UTD Professionalization of Teaching Task Force (POTTF)**

- A. In light of the educational reform movement, the willingness of the Board and the Union to take significant risks in the interest of improving education in Miami-Dade County, and in order to continue a pattern of successful, cooperative efforts, the parties agree to reconstitute the M-DCPS/UTD Professionalization of Teaching Task Force (POTTF) for the purposes of jointly reviewing the progress of current professionalization decisions and planning strategies for implementation of subsequent phases of the professionalization initiative. The POTTF, which is co-chaired by the Superintendent and the UTD President or Designee, shall review recommendations and reports submitted by the Planning/Oversight Subcommittee and will continue to make recommendations for new and/or modified programs to be incorporated in Board Rules, the M-DCPS/UTD Labor Contract, and the Board's annual

legislative program. The POTTF and the Planning/Oversight Subcommittee shall afford equal representation to the Union and M-DCPS and shall be provided sufficient resources, consultants, and staff, as may be necessary, to complete its assigned charge.

**B. POTTF Planning/Oversight Subcommittee**

The Planning/Oversight Subcommittee, which is co-chaired by the M-DCPS District Director for Labor Relations and the UTD President or designee shall:

1. monitor and submit necessary reports to the POTTF on the implementation of recommendations previously approved by the parties (OVERSIGHT);
2. explore, create, and develop new ideas and concepts in support of continuation and expansion of the professionalization of teaching/education movement and develop and submit recommendations to the POTTF in this regard (PLANNING);
3. receive and review recommendations from the Professionalization Issues Review Council (PIRC), as described in Section 2 of this Article; and
4. receive and review all requests for waivers of M-DCPS/UTD Labor Contract provisions, School Board and/or State Board Rules.

**Section 2. Professionalization Issues Review Council (PIRC)**

There shall also be established a Professional Issues Review Council (PIRC), consisting of administrators and teacher and paraprofessional representatives identified by M-DCPS and UTD, which shall be convened on an as-needed basis to consider professional and educational issues and make recommendations regarding same to the POTTF Planning/Oversight Subcommittee.

**Section 3. Other Joint Task Forces**

The parties further agree on the need to continue the following joint task forces for the term of the Contract.

- A. School Calendar -- The parties agree to discuss the development of all aspects of the official school calendar for each year of the contract through a joint Calendar Committee.
- B. Compensatory Fringe Benefits Council -- The Board, in an effort to provide its employees with the best compensatory fringe benefits programs, has established a Compensatory Fringe Benefits Council. This Council shall be composed of no more than two Union representatives from each of the certified, exclusive bargaining

agents, pursuant to PERC recognition, and appropriate designees of the Superintendent. This Council shall direct its attention to the total area of compensatory fringe benefits and shall make recommendations to the Superintendent for expansion and improvement of fringe benefits for employees of the M-DCPS.

- C. Francisco R. Walker Teacher of the Year Task Force -- Composition shall be 12 members, five appointed by United Teachers of Dade and five appointed by Miami-Dade County Public Schools. Additionally, one representative from the Education Group of the Greater Miami Chamber of Commerce and an officer from the Miami-Dade County Council PTA/PTSA will serve on the committee annually. Every effort will be made by both parties to insure that the task force members reflect the diversity of Miami-Dade County. The task shall be to determine the Francisco R. Walker Miami-Dade County Teacher of the Year. This Task Force shall function in compliance with any Department of Education regulations governing selection of the Teacher of the Year but shall not be restricted in establishing county guidelines for nomination and selection procedures. The task force shall determine its own meeting times and shall submit a schedule of meetings to the Superintendent and United Teachers of Dade. This Task Force shall be in an active status in accordance with Department of Education dates of implementation.
- D. Paraprofessional of the Year Task Force -- Composition shall be 10 members. The Paraprofessional of the Year Task Force shall develop procedures which shall govern the selection of the Paraprofessional of the Year.
- E. Reports and Forms Control Task Force -- The Reports and Forms Control Task Force shall be established each year and membership will consist of 11 individuals: six will be teachers appointed by the Union, and the remainder will be named by the Superintendent. The committee will review procedures for eliminating, revising, reducing, or consolidating paperwork and data collection requirements within the school district and will submit an annual report of its findings to the Superintendent and the UTD President or Designee by May 1.
- F. Future Educators of America (FEA) Task Force -- A joint task force established and composed of representatives of M-DCPS, UTD, and local teacher training institutions. The task force shall monitor the FEA program and make periodic reports and recommendations to the Superintendent and UTD President or Designee.
- G. Exceptional Student Education Task Force -- The parties agree to establish an Exceptional Student Education Task Force. This Task Force shall jointly review and study the M-DCPS Exceptional Student Education Program. All recommendations and reports of the task force shall be submitted to the Superintendent and the UTD President or Designee. This Task Force will meet at least semi-annually and shall be established for the term of this Agreement.

## **Section 4. The Role of the PACES**

The involvement of practicing individuals in setting standards for their own performance is one touchstone of the professions. In this regard, the joint development of the PACES and its predecessor, the Teacher Assessment and Development System (TADS), reflects the long-standing and on-going efforts of the parties to professionalize teaching.

The PACES provides another hallmark of the professions, a commitment to on-going professional growth. It promotes, as well, the collegiality among teachers, administrators and others which is integral to promoting an organizational climate in which the enhancement of professional practices has the greatest potential to flourish.

Accordingly, the PACES incorporates Colleague Teachers, who work with other teachers as members of Professional Growth Teams. Their qualifications and procedures for their selection are detailed in the most current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*.

The parties recognize the value of collegiality and the district reiterates its commitment to providing the time and professional preparation necessary to assure the effective participation of Colleague Teachers in the PACES Professional Growth Process.

## **Section 5. Educational Excellence School Advisory Councils (EESACs)**

- A. Professionalization of Education was designed to improve schools and student achievement by raising the status of the education profession and increasing parental involvement. The Professionalization of Teaching/Education initiatives advanced by this district are among its most defining and enduring endeavors. It remains incumbent on us to ensure that our continued commitment to the Professionalization of Teaching/Education is consistent with our original goals and our on-going mission of ensuring the best possible working and learning environment in our schools. We must continue to ensure that accountability for achievement is shared by all stakeholders - School Board, students, parents, teachers, support staff, administrators, and community. We must continue to foster an environment of professional collaboration among all stakeholders who must have an authentic role in decisions which affect instruction and the delivery of educational programs.
- B. Professionalization of teaching/education has clearly demonstrated the positive effects that result when administrators, teachers, parents and other stakeholders cooperatively develop instructional programs. The parties agree that joint planning serves to enhance the delivery of effective instruction. To this end, an EESAC is the sole advisory committee, among the various committees at the school site, responsible for developing and making final recommendations relating to the development and implementation of the School Performance Excellence Plan (SPEP). An EESAC has been established in each school, whose main goals will be the following:

1. to foster an environment of professional collaboration among all education stakeholders, who must have an authentic role in decisions which affect instruction and the delivery of educational programs.
2. to assist in the preparation and evaluation of the SPEP required from each school. All recommendations made by, and evolving from, the Councils should be tied to one or more strategies of its SPEP, and in support of the state/district goals.
3. to have the responsibility to address all state and district goals and the authority to periodically review the SPEP and amend as needed. Amendments to the SPEP must be resubmitted to the School Board for approval.
4. to serve as the appropriate avenue for authentic and representative input from all education professionals, parents, students, business community, and interested citizens.
5. to ensure the continued existence of participatory, consensus-building process on all issues related to the school's instructional program and which are in support of goals in the SPEP and the state's or district's planning goals. Such issues shall include, but not be limited to, curriculum, budget, discipline, professional development, technology, instructional materials, staffing, and student support services.

C. Educational Excellence School Advisory Council

1. Composition of the Educational Excellence School Advisory Councils shall be in accordance with School Board Rule 6Gx13- 1B-1.031.
2. The EESAC at each school/work site, shall assist in the preparation of the school's annual budget by developing recommendations for the expenditure of school budgeted funds that are in support of one or more goals in the SPEP and the District's strategic planning goals. To this end, the EESAC shall receive a copy of the school's current budget and appropriate budget orientation/training from the principal (or designee). Responses to questions from the EESAC about the school budget, its structure, and implementation shall be provided to the EESAC in a timely fashion by the principal/supervising administrator.

The EESAC shall also develop a plan for expenditure of funds designated by the state specifically for the EESAC (SAC). A portion of these funds must be used for the implementation of the school improvement plan.

3. The EESAC, shall meet regularly to develop, discuss, and monitor the SPEP in order to support the school's goals and its instructional program.

4. The EESAC may review, evaluate, and recommend new textbooks or curriculum materials in support of goals in the SPEP.
5. Paperwork demands and expectations associated with goals established in the SPEP and any forms not generated by the district or ACCESS Center level may be referred by the EESAC to a subcommittee for review and evaluation.

D. Educational Excellence School Advisory Councils Waivers

1. The professionalization of teaching/education has been significantly enhanced through implementation of school empowerment models which promote consensus decision-making and the utilization of collaborative problem-solving strategies. Accordingly, EESACs have been established to assist in the preparation and evaluation of the SPEP and to continue to move toward consensus decision-making in those areas that directly impact on the delivery of educational programs and services through the school improvement process. Where labor contract provisions, School Board and/or State Board Rules and/or statutes are obstacles to implementation of school-based decisions, EESACs shall have the opportunity to request waivers, which shall be given every consideration. Such waivers, when agreed to by the parties, shall apply to the requesting site only.
2. All schools, through their EESACs, will be able to implement the respective waiver policies adopted by State Board Rules, Florida Statutes, School Board Rules, and the M-DCPS/UTD labor contract, provided such waivers are contained within, and support one or more goals of the SPEP and the District's strategic planning goals. All approved waivers shall be incorporated by reference on a waiver document.
3. Any additional waivers or modifications in current waivers which are subsequently recommended by the EESAC will be submitted to the co-chairpersons of the POTTTF Planning/Oversight Subcommittee, who shall submit a proposed M-DCPS/UTD Memorandum of Understanding to the Superintendent and UTD President or Designee. Such requests for additional waivers or modifications in current waivers shall not be implemented until the parties have approved the proposed Memorandum of Understanding.

E. Educational Excellence School Advisory Councils Support Committee

The Office of Educational Planning and Quality Enhancement shall be responsible for monitoring the educational excellence planning process and ensuring proper implementation of School Board Rules 6Gx13- 8D-1.01 and 6Gx13- 1B-1.31.

ACCESS Centers, district, and UTD staff shall be available upon request to assist EESACs in identifying resources and strategies necessary for the development and implementation of their Performance Excellence Plan. Subsequent review(s) of the Performance Excellence Plan by ACCESS Centers and district staff, when they occur, will take place only to assure compliance with state and district standards.

An EESAC Support Committee co-chaired by a designated representative from M-DCPS' Office of Educational Planning and Quality Enhancement and UTD's Department of Educational and Professional Issues, and composed of various stakeholders, will report through the Office of Educational Planning and Quality Enhancement. The parties agree that this committee will provide:

- ▶ appropriate joint support upon request of the principal, UTD, or the EESAC and upon notification of the ACCESS Center Assistant Superintendent.
- ▶ recommendations to the Superintendent and the UTD President or Designee regarding final resolutions of school issues.
- ▶ recommendations to the Superintendent regarding EESAC composition waivers.
- ▶ professional development activities in support of consensus building for all stakeholders, subject to available funding.

The committee may also seek assistance from other sources, which may include Labor Relations and UTD Field Services.

#### F. Educational Excellence School Advisory Council Transition Team Meetings

In order to effect a smooth transition when there is a change in school principalship, a Transition Team meeting will be convened by the appropriate ACCESS Centers offices as soon as possible after the new assignment has been approved. The transition team shall include, but not be limited to the following persons: the ACCESS Center Assistant Superintendent (designee), UTD staff member, newly-assigned principal, former principal, UTD designated steward, EESAC Chairperson (if applicable), parent representative (non-school employee), and student representative(s). For purposes of addressing major issues/concerns/ problems related to budget, personnel, curriculum, etc., procedures in the "District Handbook for New School Site Administrators" will be reviewed by both former and newly-assigned principals before each transition team meeting is convened.

### **Section 6. M-DCPS Professional Opportunities Program (POP) for Teachers**

- A. The parties reaffirm their commitment to educational excellence and improvement of the overall quality of instruction by attracting and retaining superior teachers through establishment of a system of career advancement based upon superior

performance, professional growth and development, and economic incentives.

- B. Accordingly, the M-DCPS POP has been established as a horizontal career ladder consisting of multiple and varied professional opportunities ("tracks") for teachers. M-DCPS POP incorporates specific career opportunities previously agreed to by the parties as joint professionalization of teaching/education initiatives (e.g., Satellite Learning Center lead teachers; Dade Academy for the Teaching Arts teacher-director, resident teachers, and adjunct teachers; Teacher Education Center teacher-director; Future Educators of America teacher-coordinator; Bilingual Vocational Instructional Program teacher-coordinator; Education Television Program teacher-coordinator; Corporate Academy lead teacher; Title 1 Curriculum Specialists; Magnet School/Program lead teachers; and Peer Intervention and Assistance Consulting Teachers) and delineates generic guidelines for establishment and implementation of additional professional opportunities through this Program.

1. Common Program Elements

- a. Participation in M-DCPS POP shall be voluntary and participation or non-participation shall have no effect on the individual employee's contractual status; nor shall the decision to participate or not participate be considered a factor in the assessment of an employee's performance.
- b. M-DCPS POP participants shall undertake additional school/instructional leadership responsibilities, as determined for the specific track.
- c. Except where otherwise agreed to by the parties, M-DCPS POP participants shall devote a portion of their professional duties to classroom teaching responsibilities.

2. Criteria For Participation

- a. Valid Florida Teaching Certificate;
- b. Professional service or continuing contract;
- c. Appropriate degree/qualifications, as determined for the role/responsibilities of the selected track;
- d. Acceptable performance evaluation ratings for the last three consecutive annual evaluations;
- e. Additional requirements, as may be identified dependent upon the selected track; and

- f. Acceptance of the conditions of assignment for the selected track (e.g., length of assignment/contract, location, etc.).

### 3. Selection Sequence

- a. Appropriate application submitted for participation, including portfolio describing applicant's professional record of achievements and leadership responsibilities;
- b. Application and portfolios reviewed and assessed by a joint M-DCPS POP Committee whose composition and role shall be determined by the parties;
- c. Oral interviews of selected applicants (which shall include completion of writing sample); and
- d. Successful applicants assigned to desired M-DCPS POP track or placed in pool of eligible candidates for subsequent assignment to selected track, subject to periodic review by the parties.

### 4. Program Variables

- a. Incentives may include:
  - (1) Economic compensation, as specified in Appendix E, or modified/established by the parties;
  - (2) Optional 10-month plus employment;
  - (3) Leave options (e.g., sabbatical, professional); and
  - (4) Other incentives, as agreed to by the parties.
- b. Appointment to M-DCPS POP positions shall be for a minimum of one school year, with continuation subject to annual evaluation (e.g., modified TADS) and review.
- c. Number of M-DCPS POP positions shall be limited by program/"track" and determined annually by the parties.
- d. Duties and responsibilities shall be determined by and reflect the design of the appropriate "track".

5. All recommendations for establishment of additional M-DCPS POP "tracks" and/or modification of existing "tracks" shall be reviewed by the M-DCPS POP Committee which shall submit recommendations in this regard to the POTTF Planning/Oversight Subcommittee.
6. Continuation, modification, and/or expansion of the M-DCPS POP shall be subject to review of its effectiveness by the parties at the end of each contract year and continued funding by the Board. Recommendations in this regard shall be submitted by the M-DCPS POP Committee to the POTTF Planning/Oversight Subcommittee.
7. A vacancy in any of the contractually-established M-DCPS POP positions shall be filled through a joint M-DCPS/UTD selection process, in a manner specified by the M-DCPS POP Committee.

C. Mandating Excellence and Rewarding Initiative in Teaching (MERIT)

The parties agree to jointly review the feasibility of developing a vertical career ladder designed to mandate excellence and reward initiative in teaching. Recommendations in this regard shall be submitted to the Superintendent and the UTD President or Designee.

**Section 7. Dade Academy for the Teaching Arts (DATA)**

The Dade Academy for the Teaching Arts (DATA) has been established for the purpose of stimulating professional growth. DATA provides teachers with the opportunity to participate in a planned program of seminars, clinics, externships, and independent study. Its major objectives are to: update and expand content/subject area knowledge, broaden professional perspectives, and refine and enhance instructional skills. The parties encourage participation in the DATA program by eligible teachers and agree to pursue making this opportunity available to elementary, as well as secondary level teachers, subject to available funding.

A. DATA - Secondary Definitions

1. Dade Academy for the Teaching Arts (DATA)

A M-DCPS/UTD professional development program for teachers which incorporates a mini-sabbatical concept and is designed to energize, revitalize, and enhance the professionalization of teachers.

2. Extern Teacher

A classroom teacher who is selected to participate in the DATA professional development program for a nine-week period.

3. Resident Teacher

A teacher who is selected for assignment to the DATA staff. In addition to teaching classes, the Resident Teacher will conduct seminars, function in a mentoring capacity to the Extern Teacher, coordinate clinical teaching sessions, and participate in the development and evaluation of the DATA program.

4. Adjunct Teacher

An appropriately-certified teacher who is selected to assume teaching responsibilities at the home school of the Extern Teacher who is participating in the nine-week DATA program.

5. DATA School-Site Principal

The M-DCPS school-site administrator who, in addition to being responsible for the overall management and supervision of the school, is also responsible for incorporating DATA into the total school program.

6. DATA Home School Principal

A principal whose teachers are involved in the DATA program as Extern Teachers or Resident Teachers.

7. DATA Teacher-Director

The DATA shall have a Teacher-Director appointed annually who will coordinate the DATA program.

B. DATA - Secondary Participants'/Staff Rights and Responsibilities

1. DATA participants' and staff rights shall be governed by the M-DCPS/UTD contract, except as otherwise stipulated in this Section.

2. DATA participants and staff shall be considered on temporary assignment and shall be entitled to the same contractual rights and benefits as employees on leave, as well as other rights/benefits stipulated in this Section.

3. Extern Teachers

a. The Extern Teacher is selected to participate in DATA for a nine-week period.

- b. For purposes of orientation and professional development, Extern Teachers who participate in the DATA training program during the school year's first nine-week period may receive two additional days of employment prior to the beginning of the regular school year at the individual's actual daily rate.
- c. Extern Teachers shall be free of responsibilities at the home school while attending DATA.
- d. Extern Teachers receiving supplements for duties assigned during the school day at their home school assignment, including the sixth-period supplement, shall continue to receive such supplements during the period of externship. Extern Teachers shall have the option of continuing to cover supplemental activities at their home school.
- e. Extern Teachers shall have the option to resume responsibility for all previously-assigned teaching assignments and supplemented positions upon return to the home school.

#### 4. Resident Teachers

- a. The Resident Teacher shall be a 10-month contract teacher with DATA summer employment, and assignment shall be on an annual basis.
- b. Resident Teachers shall be exempt from the application of surplus transfer criteria.
- c. The schedule for Resident Teachers teaching disciplines other than English shall be three teaching periods, one planning period, and two DATA periods (three periods in the seven-period day).
- d. The schedule for Resident Teachers teaching English shall be two teaching periods, two planning periods, and two DATA periods (three DATA periods in the seven-period day).
- e. Resident Teachers electing to teach an additional period, which would extend the workday, shall be compensated in accordance with contract provisions governing the sixth-period supplement.
- f. Resident Teachers shall have the option to resume responsibility for all previously-assigned teaching assignments and supplemented positions upon return to the home school, provided that the DATA assignment has not exceeded one year.



Proposers' conferences to disseminate Saturn School Project Requests for Proposals (RFPs) will be held. A joint M-DCPS/UTD review committee, with parents, business and community representatives, which is co-chaired by the M-DCPS Deputy Superintendent for Education and the UTD President or designee will select from submitted Saturn proposals and present recommendations for Saturn planning teams to the Co-Chairpersons of the POTTF for subsequent approval by the School Board.

Selections may include proposals from educators, private agencies, universities, businesses, industries and/or corporations. Selected planning teams will be assigned to the appropriate ACCESS Centers office up to 12 months prior to student occupancy to ensure their involvement in the planning and implementation of their proposals. During the planning year only, Saturn School Project Lead Teachers will be eligible for up to eight weeks of summer employment.

At least once a month, the ACCESS Center Assistant Superintendent or his/her designee shall convene a meeting of the Saturn Planning Team(s), which will consist of the principal and the Lead Teacher, to address all issues pertinent to the Saturn School(s).

### **Section 9. Professional Leave Bank/Sabbatical Leave**

- A. Purpose -- In the interest of encouraging and facilitating attendance at educational meetings, conferences, institutes, and participation in other professional activities, the parties agree to establish a Professional Leave Bank.
- B. It is agreed that guidelines and procedures for establishment of the Professional Leave Bank shall be explored during the term of this Contract.

### **Section 10. Modified Elementary School Day**

The parties agree to maintain and monitor a modified elementary school day scheduling concept for the purpose of implementing alternative models regarding the elementary school day and other related issues (e.g., opening and closing times, teaching loads, planning and preparation, and programmatic concerns).

### **Section 11. Satellite Learning Centers/Schools**

Satellite Learning Centers (SLCs) have been established as joint ventures involving M-DCPS, UTD, and businesses throughout Miami-Dade County. An SLC is a M-DCPS school in a facility provided by a host corporation. The grade configuration is kindergarten through second grade, with departures from this configuration dependent upon agreement of the parties. The parties further agree to pursue establishment of a satellite school(s).

- A. SLC Definitions
  - 1. SLC -- A M-DCPS school in a facility provided by a host corporation.

2. SLC Lead Teacher -- A teacher certified in elementary and early childhood education or primary education, who provides leadership and assumes supervisory responsibilities at the SLC, which have been delegated by the host Principal and mutually agreed upon and incorporated in the official job description.
3. SLC Teacher -- A teacher certified in elementary and early childhood education or primary education selected for assignment to an SLC.
4. SLC Host Corporation -- Any business, corporation, or governmental agency which enters into an agreement with M-DCPS to house an SLC and to provide the physical facility, utilities, maintenance, and other necessities that relate to housing an SLC.
5. SLC Host School -- A designated elementary school selected to serve as a budgetary link between the SLC and district/ACCESS Centers administrative services.
6. SLC Host Principal -- The principal at the host school who is responsible for all administrative and supervisory functions at the SLC and serves as liaison between the SLC Lead Teacher and district/ACCESS Centers administration.
7. SLC Paraprofessional -- A paraprofessional who is selected for assignment to an SLC.

B. Satellite Learning Center Committee

1. There shall be established a M-DCPS/UTD committee which shall recommend host corporations, host schools, SLC teachers and paraprofessionals, assure orderly and equitable implementation of the SLC, and establish such additional guidelines and definitions, as may be necessary.
2. The SLC Committee shall consist of two members and two alternates appointed by the Superintendent and the UTD President or Designee.
3. The SLC Committee shall develop a procedures manual and checklist outlining start-up activities necessary to establish an SLC and procedures concerning the structure and operation of SLCs which shall, by reference, be incorporated and made part of this Contract.

C. SLC Employee Rights and Responsibilities

1. Bargaining unit members assigned to an SLC shall have all rights and privileges afforded under the M-DCPS/UTD Labor Contract, School Board

and/or State Board Rules, and Florida Statutes. Modification of contractual wages, hours, and other terms and conditions of employment for such personnel may not be implemented prior to impact discussions with the Union.

2. Teachers applying for any full-time teaching position at a Satellite Center must be employed by Miami-Dade County Public Schools, but may be on an approved leave for one year or less. At least three years of successful teaching experience in Miami-Dade County Public Schools is required and a Master's degree is preferred.
3. Employees who work at an SLC shall not be prohibited from enrolling their children at the SLC (and/or the host school of record) where they are employed.
4. In the event that surplus determinations must be made at an SLC, the least senior teacher(s) will be declared surplus. Such surplus personnel shall be afforded reassignment options in the following order of priority:
  - a. priority consideration for an open position at another SLC;
  - b. assignment to an open position at the host school of record; and
  - c. assignment to the ACCESS Centers surplus pool.
5. Consensus Management -- The parties agree that teaching can be significantly enhanced through the implementation of learning-centered school models which promote consensus management and the utilization of collaborative problem-solving strategies. Accordingly, teachers at each SLC shall initiate and implement a consensus management model for planning and decision-making at their SLC.
6. SLC Lead Teachers
  - a. Lead Teachers shall be selected by the SLC Committee.
  - b. Lead Teachers shall be certified in elementary and early childhood education or primary education.
  - c. The Lead Teacher at an SLC shall be exempt from being declared surplus so long as the particular SLC remains in operation.
7. Selection of Satellite Learning Center Instruction/Support Staff

When a full-time teaching position is open, an e-mail advertisement shall be

sent to all locations. Applicants will send the required documentation to the Division of Schools of Choice to the attention of the District Director.

The Satellite Learning Center Interview Committee is composed of the following members:

- \* Instructional Staffing Representative
- \* SLC Host School Principal
- \* SLC Lead Teacher
- \* SLC Assistant Principal (if applicable)
- \* UTD Representative

The SLC Interview Committee shall conduct interviews and upon reaching consensus make a final recommendation. The committee may recommend an alternate in the event that the selected candidate becomes unable to accept the position. If consensus cannot be reached, the position must be re-advertised and this procedure shall be followed until consensus is reached.

When a temporary teaching position or paraprofessional position is open, the principal of the host school and the lead teacher shall screen and interview the applicants and make the selection to fill the position.

## **Section 12. Saturday School Program**

### **A. Program Design**

The instructional program for Saturday classes is structured to provide various enrichment activities. Students are afforded the opportunity to practice skills learned in the regular program in a relaxed, positive atmosphere. Teachers have the freedom to develop and refine their individual teaching styles and to try out new methods and materials. Tutorial models may also be implemented.

### **B. Staffing Authorization**

#### **1. Teachers**

- a. Teachers will be selected by the principal from a pool of interested applicants. The continuance of Saturday School Program employment is contingent upon the needs of the program.
- b. Teachers in the Saturday School Program are required to be on the job 10 minutes before class and must remain until the last student has been picked up or has left the school. One-half hour of additional teacher time is authorized for compensation for such duties.

- c. It is permissible to share the instructional assignment between/ among different teachers.
  - d. Teachers employed will be compensated in accordance with the established AU Hourly Salary Schedule.
2. Paraprofessionals (including School Security Monitors)
- a. The program design will determine if paraprofessionals are to be employed.
  - b. It is permissible to share this assignment between/among different paraprofessionals.
  - c. The paraprofessionals employed in this program will be compensated at their hourly rates in accordance with the paraprofessional salary schedule. Three hours of paraprofessional time is authorized for compensation.
  - d. Paraprofessionals who are assigned to the Saturday School Program, and are employed on a full-time basis during the regular workweek, will be compensated at the appropriate overtime rate.

If the paraprofessionals who are assigned to the Saturday School Program are on part-time hourly status during the regular workweek, they will be compensated at the appropriate hourly rate; however, the combination of regular and Saturday School Program hours worked cannot exceed 50 hours per payroll period.

C. Coverage for Teacher Absences

- 1. The principal is responsible for establishing an internal procedure to ensure the following:
  - a. Timely notice is received regarding the absence of the regular teacher.
  - b. A Saturday School Program replacement teacher is notified promptly of the need for him/her to replace the regularly-assigned teacher.
- 2. Replacement teachers will be compensated in accordance with the established AU Hourly Salary Schedule at the rate which is appropriate for each individual.

## D. General Program Administration and Supervision

1. Teachers selected for the Saturday School Program will be responsible for both instruction and program supervision. This responsibility includes, but is not limited to, the following activities:
  - a. planning for implementation of the recommended instructional program;
  - b. providing instruction to participants on an individualized, small group, and/or total group basis;
  - c. monitoring student participation for student eligibility, satisfactory attendance, and replacement opportunities;
  - d. supervising the activities of teacher aides/assistants (including School Security Monitors) employed in the Saturday School Program;
  - e. notification to parents/guardians or emergency contact in case of student illness or injury;
  - f. notification to the 24-hour M-DCPS "Security Alert System" in cases of vandalism, physical threat, or other suspicious circumstances;
  - g. providing information to the principal regarding submission of payroll reports for each payroll period;
  - h. complying with procedures established by the principal regarding absences and replacement coverage; and
  - i. carrying out all other duties which are necessary for the safety and well-being of students in the Saturday School Program.
2. The principal, with input from the Educational Excellence Council, is responsible for planning and managing the Saturday School Program. This responsibility includes tasks, such as: dissemination of information to parents, student selection, staff selection, program organization, payroll submission, and preparation and submission of required reports.

## Section 13. Educational Issues Forum

- A. In support of professionalization of teaching/education, the school district shall fund Educational Issues Forum grants to provide teachers with opportunities for meaningful discussion of professional issues. Such opportunities may include

access to renowned speakers, released time for faculty members to plan/present/conduct colloquia and seminars, and other such endeavors. Opportunities to request participation shall be open to all schools. The program shall be implemented, subject to Board funding, in schools whose grant requests are approved by a joint M-DCPS/UTD Educational Issues Forum Committee, with an equal number of representatives appointed by the Superintendent and by the UTD President or Designee.

- B. Faculties who wish to participate in this Program shall assess their interests/needs and submit grant proposals for funding of Educational Issues Forums which are designed to meet these needs. Such proposals shall be developed and submitted by the Educational Excellence Council to the Co-Chairpersons of the M-DCPS/UTD Educational Issues Forum Committee.
- C. Attendance at Educational Issues Forums shall be at the option of the individual employee.
- D. Each school's grant proposal shall include plans for the expenditure of approved funds. Schools shall be permitted to submit joint or group proposals.
- E. Grant proposals shall be reviewed and acted upon by the joint M-DCPS/UTD Educational Issues Forum Committee which shall also develop such forms and procedures, as may be necessary, to assure the orderly and equitable implementation of this Provision.

#### **Section 14. Alternative Instructional Program Delivery Systems**

The parties agree to explore and implement alternative instructional program delivery systems which will permit schools to offer low enrollment courses, share expert teachers among schools, and/or reduce class size. Toward this end, individual schools or clusters of schools may submit instructional technology proposals which shall be reviewed by the Computer Education Advisory Panel and appropriate ACCESS Centers/district administration.

Additionally, the parties agree to explore strategies/alternatives for dealing with projected student enrollment increases, including: year-round schooling options; and better utilization of facilities, staff, community, and business resources.

Accordingly, the parties agree to review the Alternative Instructional Delivery System and make recommendations.

#### **Section 15. Community Report Card**

The parties agree to continue the School Report Card Project at all schools. The School Report Card Project provides parents and students the opportunity to express their opinions about the effectiveness of schools and to increase accountability at the school level.

## **Section 16. Computer Network for Use By Teachers**

1. The parties agree to expand the Pilot Program Using Computer Technology to Improve Instruction and to explore additional uses of information technology to promote professionalization of teaching/education, to improve instruction, and to reduce unnecessary paperwork.
2. The parties agree to establish a joint M-DCPS/UTD ad hoc committee to explore the utilization of technology to support the delivery of services at schools (e.g. grading and attendance procedures).

## **Section 17. Future Educators of America (FEA)**

### **A. FEA Magnet Program**

The parties agree to continue the Future Educators of America (FEA) Chapter.

### **B. FEA Chapters**

1. There is no finer profession than teaching, and students must be made aware of the opportunities available in teaching early in their school experiences; therefore, the FEA Chapters will be organized in the schools of Miami-Dade County. Changes in job opportunities and adjustments in career choices have affected the flow of talent into teaching, and we face a shortage of qualified teachers in the next decade. We have an opportunity to interest competent young men and women in teaching as a career through the establishment of the FEA Chapters.
2. The parties agree to encourage all schools to continue their FEA Chapters.
3. Any member of the faculty may apply to be the FEA Chapter sponsor, subject to criteria established by the joint task force. The principal and the building steward shall meet and jointly select the FEA Chapter sponsor from those applicants who apply and who meet the established criteria. The sponsor will submit an annual report to the students, parents, faculty, principal, and the joint task force on the progress of the program.

## **Section 18. Networks for Educational Reform**

The parties agree to continue actively pursuing participation in cooperative programs with local, state, national, and international foundations and institutes, centers, and research organizations which focus on educational reform activities and professional development opportunities. A list of foundations currently participating or pursuing collaborative programs with M-DCPS and UTD shall be maintained by POTTF and incorporated by reference in this Contract.

## **Section 19. Joint Professionalization Publications and Public Relations**

The parties agree to develop and implement comprehensive local, state, and national marketing activities designed to promote the professionalization of teaching/education initiative and its various components.

The parties further agree to promote and publicize activities relative to American Education Week.

## **Section 20. Teacher Education Center**

- A. The parties jointly agree to establish a Teacher Education Center (TEC) in the M-DCPS. The purpose of the TEC is to provide teachers and paraprofessionals with greater opportunity for involvement in the development of curricular programs, experimental programs, joint programs with universities, foundations and related agencies, and an inservice education program to improve the effectiveness of teachers and paraprofessionals and the instructional program.
- B. The policies and procedures for the Dade-Monroe TEC have been developed, pursuant to Florida Statutes, 231.606(1)(b) and 231.606(2)(b) which are, by reference, incorporated and made part of this Contract.
- C. Each school shall have a designated representative who will facilitate TEC services at the individual work site. The TEC representative shall be elected for a three-year term by the faculty.
- D. The TEC shall have a Teacher-Director, appointed annually, who will coordinate the TEC program.

## **Section 21. Educational Facilities Planning**

The parties agree that the involvement of teachers in planning new facilities significantly improves the future instructional utilization of schools. In the planning of new school facilities, both teachers and administrators will be involved in the review of the various design stages. UTD will identify a pool of teachers who are qualified to provide professional consultation to architects and other facilities planning personnel at both the Preliminary Design Stage (Phase I) and the Design Development Stage (Phase II).

## **Section 22. Electronic Mail Hook-up for UTD**

In pursuit of the M-DCPS/UTD goal of professionalization of teaching/education and increasing collaboration, as well as consensus management, the parties have agreed that electronic mail equipment and privileges will be provided to UTD. This equipment is on loan to UTD for an indefinite period of time. UTD will assume all phone line costs associated with its use.

## **Section 23. Teacher Participation in Principal/Assistant Principal Selection and Assessment**

### **A. Selection**

The parties agree that the interview committee convened by the Division of Management Selection for the purpose of interviewing candidates for principal and assistant principal positions shall include two teachers elected by the total faculty of the affected school, pursuant to Board Rule 6Gx13- 4A-1.13, which is incorporated by reference. These provisions shall not impact the Superintendent's authority with regard to direct appointment and/or reassignment. In addition, it is agreed that the Superintendent's Review Committee for such positions shall include one teacher elected by the total faculty of the affected school.

### **B. Assessment**

The parties also agree to discuss the impact of implementing a program which involves teachers in the process for assessment of school-site administrators.

## **Section 24. Community Activities and Partnerships**

The parties recognize that articulation and cooperation between community agencies, businesses, parent-teacher organizations, citizen advisory committees, chambers of commerce, institutions of higher education, and other established organizations have had a very positive impact on the M-DCPS. Partners in Education, Satellite Learning Centers/-Schools, Impact II Project, Dade Education Compact, Greater Miami Chamber of Commerce, Teacher of the Year, the Committee for Economic Development, Dade Partners, and other such programs have greatly enhanced the school system's ability to meet the needs of students in our diverse community. The parties agree, therefore, to continue working toward expansion of these collaborative endeavors.

## **Section 25. Teacher Recruitment**

Attracting the brightest and best teachers to the profession is vital to the quality of education provided students, particularly in times of a critical shortage of educators. The parties agree to establish a joint Task Force on Teacher Recruitment for the purpose of maintaining the highest possible level of teacher recruitment efforts, including: reviewing recruitment plans; periodically evaluating recruitment efforts; recommending ways to enhance recruitment effectiveness; and developing, monitoring, and participating in the teacher selection process.

Practicing teachers, from their classroom perspective, have the potential to be among the most effective recruiters for the profession and agree that teachers selected jointly by the Board and the Union shall participate in the school system's recruiting efforts. Participating teachers shall receive temporary duty leave and the same training and expense allowance as other recruiters for the system. Designation of the recruiter(s) for specific recruiting activities will be made by the M-DCPS recruiting office.

## **Section 26. Joint Legislative Action**

- A. The parties agree that their goals are to work cooperatively to develop a legislative package and action plan designed to seek passage of legislation which will improve the quality of education in Miami-Dade County and provide equal educational opportunities for all children.
- B. Where appropriate, joint professionalization legislative proposals will be developed by the parties and recommended for inclusion in the Board's annual legislative program.
- C. The legislative package and plan shall be coordinated and discussed by the Legislative and Political Relations Department of the Union and the Labor Relations office.
- D. Contingent upon mutual agreement, the parties shall pursue those common objectives contained in both legislative packages with the intent of achieving adoption as law.
- E. The parties agree to seek passage of legislation which would minimize paperwork requirements that are a result of federal laws, State Statutes, or Florida Department of Education Rules and Regulations.
- F. The parties agree to establish a joint ad hoc committee charged with reviewing and modifying, where appropriate, contract provisions in support of implementing current state legislation regarding School Advisory Councils (EEC) and National Board for Professional Teaching Standards. All recommendations and reports shall be submitted to the Superintendent and UTD President or Designee.
- G. The parties agree to establish a joint ad hoc committee charged with reviewing and recommending modifications to contract provisions, where appropriate, in support of implementing Florida State Statutes regarding current (i.e., 1999) state legislation including Transforming Florida's Schools (A+ Plan), Juvenile Justice, Readiness and any other legislation in the state's reform initiatives. All recommendations and reports shall be submitted to the Superintendent and UTD President or Designee.

## **Section 27. Commissioner of Education's Workforce Development**

The parties agree to establish a joint ad hoc committee to monitor the activities of the Commissioner of Education's Workforce Development Task Force and make recommendations to the Superintendent of Schools and the UTD President or Designee.

## **Section 28. Paperwork Reduction**

Data collection and reporting functions must be minimized in order that the school system's primary mission, the education of students, can proceed in a timely and effective manner. To that end, the parties agree:

- A. that all requests for data collection and reporting which are not critical to the operation of the school system or to the district's need to comply with state and federal regulations will be referred to the Chief Officers or their designees for approval;
- B. that such requests for data will be identified as to source (e.g., district, ACCESS Centers, other);
- C. that every request for data or for new forms will be reviewed by appropriate staff to ensure that the data and/or a similar form for collecting the data does not already exist; and
- D. that ongoing district review of all forms and data collection instruments will continue for the purpose of sunseting unnecessary forms and instruments, particularly those impacting classroom teachers.

## **Section 29. Teacher Supervision of Interns**

### **A. Supervisors of Interns' Duties**

A full and complete list of duties and responsibilities for supervisors of interns will be developed by the parties and shall be available to all teachers who supervise interns.

### **B. Applicants**

Applicants for the position of Intern Supervisor shall:

1. Hold a continuing or professional service contract in Miami-Dade County; and
2. currently be certified and/or teaching in the same field as the intern applicant.

### **C. Faculty Nominations**

Faculties may nominate a sufficient number of faculty members for the position of Intern Supervisor. The principal shall give priority to, but not be limited to, teachers from the list nominated by the faculty.

### **D. Selection of Teacher Training Institutions**

The Superintendent or his/her designee shall consult with the UTD President or Designee in the selection of teacher training institutions which seek to place teacher interns in M-DCPS. Final approval shall be made by the Superintendent or his/her designee.

## E. Stipends

At no cost to the M-DCPS, supervising teachers of interns may receive a stipend from the participating university or college.

### **Section 30. Retired Teachers' Day**

The Board agrees to recognize the Sunday commencing the third week of November of each year as Retired Teachers' Day, calling upon public schools and citizens of Miami-Dade County to observe the occasion and take the opportunity to honor the M-DCPS' retired teachers.

### **Section 31. Standardized Testing/Assessment of Educational Progress**

The parties recognize that standardized testing can be a helpful tool for assessing the progress of students and the performance of schools; however, it is also understood that optimum assessment requires a wide range of other indicators. Accordingly, the ad hoc committee established to study assessment of educational progress shall develop recommendations regarding current procedures and guidelines and submit them to the Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force. Interested school sites will be encouraged to develop and pilot alternative assessment programs.

### **Section 32. Title 1 Programs**

The parties agree to maintain a committee for the purpose of annually reviewing Title 1 program activities and developing recommendations necessary for delivery of the school district's Title 1 programs in the subsequent school year. Such recommendations shall be submitted to the Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force.

The Parties agree to establish a joint Early Childhood Programs Committee. The charge of said committee shall be to review early childhood programs and develop recommendations that shall be submitted to the Superintendent of Schools and the UTD President or Designee.

### **Section 33. Faculty Workroom Professionalization Initiative**

The parties agree that professionalization of teaching/education is a complex issue involving not only professional salary, status, working conditions, and shared decision-making, but also other variables which contribute to professional behavior and treatment.

In order to assure that teachers have an appropriate place at each work location where they can think, speak, write, and listen professionally, the parties agree to support a system-wide, school-by-school, faculty workroom/lounge upgrading program which shall be

consistent with the Board's Five-Year Capital Improvement Plan. In addition, principals, Educational Excellence Councils, and school support groups are encouraged to augment the Board's effort with school and community- based initiatives.

### **Section 34. Child-Care Program**

The parties recognize that a significant and growing number of employees have pre-school age children and that, unresolved concerns about caring for them, can affect an employee's professional performance. Further, the parties recognize that adequate child-care facilities do not currently exist; therefore, M-DCPS and UTD agree to explore, in conjunction with the Compensatory Fringe Benefits Council, means of providing an educationally sound, affordable, and safe pre-school, child-care program for its employees' children at sites to be located in various geographic sections of Miami-Dade County, as determined on a space available basis.

Further, the parties agree that every effort will be made to assure that this Program is cost neutral.

Finally, the parties agree to seek the support of other community and private sector groups to participate in the development of similar programs for their employees.

### **Section 35. Parental Involvement In and Support for Education**

- A. Teachers and parents share a mutual interest and responsibility for providing the best possible education for students; they are dependent upon each other in the pursuit of that goal and for success in achieving it. The parties, therefore, reaffirm their commitment to increasing parental involvement in and support for education by encouraging parents to serve as elected parent representatives on the school Educational Excellence Councils.
- B. The parties welcome and appreciate the interest and support of parents and the entire community in the educational process. It is understood that the term "parent" refers to the mother, father, legal guardian or "significant other" responsible for the welfare of a student enrolled in the school or its feeder pattern (for purposes of representation on feeder pattern councils).
- C. It is agreed that parents elected to serve on Educational Excellence Councils shall be afforded and accept responsibility for opportunities to receive training at reasonable and convenient times necessary to assure a meaningful role in the educational enterprise.

### **Section 36. Inservice Education**

Full-time certificated employees who attend district-approved inservice education programs at a time other than the regular workday shall be compensated (except where prescribed for remediation) at a rate equal to \$100 per day.

Programs funded by grants shall reflect a rate equal to \$100 a day, unless the grantor determines the amount which may be paid.

Such inservice programs must be recommended by the employee's immediate supervisor and authorized by the appropriate ACCESS Center Assistant Superintendent.

Participants are eligible to earn Master Plan Points for such inservice training when provided by the Teacher Education Center as part of the district's Master Plan for Inservice Education.

In support of coordinated professional development programs for teachers and paraprofessionals, a comprehensive analysis of all such programs shall be conducted. Following this analysis, a joint M-DCPS/UTD ad hoc committee consisting of equal representation shall meet to develop recommendations relative to the effective delivery of professional development programs.

### **Section 37. Joint Collective Bargaining Professionalization Proposals**

In preparation for subsequent M-DCPS/UTD negotiations, the parties agree to continue the practice of developing joint professionalization collective bargaining proposals that are designed to support and further the school district's professionalization of teaching/education goals, as defined in Board Rule 6Gx13-2C-1.111 and described in this Contract.

### **Section 38. Interactive Professionalization Teleconferences**

The parties agree that the Bureau of Labor Relations and UTD, in cooperation with the Division of Media Programs and the Teacher Education Center, will continue to provide opportunities for educators, parents, and students to participate in national interactive teleconferences on restructuring/professionalization of education. Each participant is provided a pre-conference study package and has the opportunity to call in questions/comments to a distinguished panel of national presenters.

### **Section 39. Quality Educational Standards in Teaching (QuEST)**

The parties shall jointly plan and implement an annual QuEST Conference, in cooperation with local institutions of higher learning. Such conferences will emphasize contemporary educational issues for teachers, administrators, and parents.

### **Section 40. National Board for Professional Teaching Standards**

The parties actively support restructuring/professionalization endeavors of the National Board for Professional Teaching Standards (NBPTS) to strengthen teacher preparation and certification standards. The establishment of the National Board was a major recommendation of the Carnegie Forum Report -"A Nation Prepared: Teachers for the 21st Century." Carnegie task force members agreed that teaching would become a true

profession with the establishment of high and rigorous standards. The National Board for Professional Teaching Standards has set the standards for what accomplished teachers should know and be able to do. Accordingly, the parties agreed to the following provisions designed to encourage professionals to achieve National Board Certification.

- A. Teachers who have not previously received a stipend for obtaining the NBPTS certificate shall receive a one-time \$7,500 stipend, upon obtaining the NBPTS Certification.

The parties agree to establish a joint ad hoc committee to review the teaching effectiveness of NBPTS certificated teachers. The committee shall review the correlation between NBPTS teachers and other instructional staff based upon gains in student achievement. This committee shall include an equal number of M-DCPS staff and UTD bargaining unit members and shall submit a report to the Superintendent and UTD President or Designee.

- B. Teachers new to M-DCPS, who have achieved the National Board for Professional Teaching Standards Certificate, shall be credited with teaching experience equal to one step on the AO/CO Salary Schedule for each year of out-of-state salary experience.
- C. Teachers pursuing the National Board for Professional Teaching Standards will be eligible to receive up to 120 Master Points through the Teacher Education Center.
- D. A joint task force shall be established composed of representative of M-DCPS and UTD for the purpose of continuing to promote and support the National Board for Professional Teaching Standards certification.

#### **Section 41. Joint Principal/UTD Steward Training**

The parties agree to develop and implement a comprehensive principal/UTD steward training program (and related activities) designed to promote and enhance the professionalization of teaching/education initiative and to ensure common interpretation and implementation of provisions of this Contract throughout the District. Such training will be subject to the approval of the Superintendent and the UTD President or Designee and availability of funds.

#### **Section 42. Job Sharing**

Job sharing provides participants with career flexibility and opportunities for fulfillment of their personal and professional needs. It can increase motivation and productivity for those who choose less than full-time employment but who wants to remain in the field of education. Job sharing demonstrates the district's commitment for professional options for certified personnel.

Job sharing involves two permanent teachers who are willing to share one-full time teaching position. The assignment will be split 50/50.

The parties agree to establish a joint Job Sharing Oversight Committee charged with overseeing the implementation of the Job Sharing Program. Said committee shall also be charged with resolving job sharing issues that arise from any participating school site. This committee will submit a status report on job sharing in the District to the Superintendent of Schools and the UTD President or Designee.

## Eligibility Requirements

To participate an employee must be a full-time contracted teacher who is in an active pay status (not on leave) with an acceptable performance evaluation the year prior to participating in the Job Sharing Program, a current professional certificate, a minimum of five creditable salary years earned with M-DCPS, and at step 10 (or above on the A0 Bachelor's Degree) or C0 (Master's/Specialist/Doctorate Degree) Salary Schedule.

### A. Requirements and Conditions

Teachers interested in job sharing may find their own partner or choose from a list of interested applicants provided by the Office of Human Resources. Both partners must have current Florida teaching certificates and be interviewed by the principal and/or committee at the school site where the job sharing will occur. Job sharing teachers must have and maintain satisfactory evaluations.

Principals shall not arbitrarily refuse to accommodate any teachers who wish to participate in the Job Sharing Program. Principals shall have 10 working days to respond in writing to any teacher who has been refused participation in the Job Sharing Program.

Both job sharing partners will be in attendance on the first day of school.

The vacancy created by two job sharing employees shall be filled by a temporary employee for a period not to exceed one year. Job sharing contracts will be approved on a year-to-year basis.

Job sharing participants and the principal of the job sharing school site will meet to discuss and decide coverage of the following areas in an effort to ensure continuity of instruction and to establish open lines of communication between the teachers and the administration:

1. Division of teaching time
2. Division of teaching responsibilities

- Parent conferences
- Meetings
- Grading of students
- Lesson plans

Faculty meetings  
Back to School Night

3. Responsibilities for non-teaching duties
4. Committee responsibilities
5. Planning coordination time
6. Inservice training will be attended by both job sharing participants.

Note: Refer to working Job Sharing sample (D.)

Employees on a job sharing contract are only required to serve their proportionate share of the employee work year for salary step advancement.

#### B. Compensation

Job sharing participants are individually placed on the teacher's salary schedule. The salary is pro-rated to reflect 50 percent of the teacher's salary.

Additionally, the accrual of sick days will be at 50 percent normal accrual rate.

Job sharing employees shall be offered the M-DCPS Fringe Benefits program at one-half the cost for the employee. Said benefits program shall be offered as an option to job sharing participants. The employee shall be given an opportunity to continue dependent coverage for the same premium paid prior to their participation in the job sharing program. The cost of dependent coverage will be determined by the employee's benefits choice made during the annual benefits open enrollment. Both the employee and dependent coverage shall terminate, if the employee premium is not paid.

The job sharing participants will participate in 50 percent of:

Opt days  
Teacher Work Days

#### C. Special Circumstances

Job sharing partners agree to substitute for each other whenever possible. Compensation is established at the teacher's daily rate.

Should one job sharing partner resign or take a leave from the District before the end of the school year, the other partner will complete the full-time assignment. If circumstances prohibit such an arrangement, an effort will be made to find another partner acceptable to all parties. Should a job sharing participant return from a

Board-approved leave, he or she shall be afforded an opportunity to reenter their original job sharing agreement provided his or her return from leave is within the same school year that the leave was taken. The Job sharing participant shall return to their original or equal teaching assignment should he or she not be able to reenter their original job sharing agreement.

Other than resigning, a job sharing program participant shall only be allowed to exit the program pursuant to the hardship and/or dire emergency leave provisions listed in Article XIV of the UTD/M-DCPS Contract.

Failure by one or both job sharing participants to fulfill any of the components of the provisions listed herein shall result in the nullification of the job sharing agreement by the principal. Nullification for cause of any job sharing agreement by the principal shall be put in writing and submitted to the Job Sharing Oversight Committee prior to the termination of any job sharing agreement. Should said nullification be upheld by the oversight committee, both job sharing participants will be returned to their original job assignments when the return is within one year of the job sharing assignment.

Job sharing participants returning to their prior position in excess of one year shall be assigned to that position, if available, or to an equivalent position.

D. Job Sharing Models

Job sharing models may work as follows:

**Schedule for Model I:**

Teachers would work five days every two weeks (ten school days).

Partner #1:

Week A:	Monday	Wednesday	Friday
Week B:	Tuesday		Thursday

Partner #2:

Week A:	Tuesday		Thursday
Week B:	Monday	Wednesday	Friday

**Schedule for Model II:**

Job sharing participants who select this model may use the half-day instructional model as defined in Article XVI, Section 2(B) of the UTD/M-DCPS Contract.

The program participants and the administrator at any job sharing site may jointly develop alternatives to the models listed above. All such models must be approved by the Job Sharing Oversight Committee.

For Optional Days and Work Days, job sharing partners would work jointly for a half day to plan upcoming lessons.

Grades and Lesson Plans:

One gradebook and lesson plan set would be jointly maintained for accurate record keeping and optimal organization.

The completion of Interim Progress Reports and Report Cards would be equally shared by both partners.

Job sharing participants and the participating administrator may jointly develop alternatives to the gradebook, lesson plan, interim progress report and report card completion procedures listed above.

Communication:

A job communication sheet would be established for use between the job sharing partners to allow for continual updates of lesson plans, pupil performance and other non-teaching responsibilities.

For consistency, job sharing partners would follow one discipline plan with established rewards and consequences. Joint guidelines would also be established to provide continuity in class work and homework assignments.

### **Section 43. Elderly Care Programs**

The parties recognize the emerging need of employees to provide care for elderly dependents. In recognition of this emerging need, the parties agree to explore, in conjunction with the Compensatory Fringe Benefits Council, the avenues by which an Elderly Care Resource and Referral Service can be established to assist employees in locating and evaluating managed quality care facilities for dependents 60 years or older. The ultimate decision of selecting the Elderly Care Program will rest with the employee.

### **Section 44. Prototype School Experiment**

- A. The parties agree to explore major research-based educational innovations to improve the quality and delivery of instruction and to enhance student achievement. Accordingly, the parties agree to pilot a prototype model school(s) which shall reflect, conceptually and philosophically, an educational adaptation of the successful Saturn experiment of the automotive industry or other comparable prototype model.

- B. Requests for Proposals will be distributed to schools for their consideration. Proposals shall include student achievement standards with timelines and accountability measures. Interested schools shall develop and submit proposals for review by a M-DCPS/UTD committee.
- C. Proposals shall reflect the important issues of curriculum, instruction, assessment, staff development, school improvement, and other elements of systemic change. Proposals might also include, but not be limited to:
  - 1. prototype organizational models which may involve modification of contractual work hours/day/year/teaching responsibilities;
  - 2. innovative instructional models which may involve assumption of additional professional responsibilities; and,
  - 3. significantly enhanced compensation.
- D. Departures from the labor contract and/or Board Rules shall be subject to a special labor-management agreement.
- E. The pilot school(s) shall be selected by the M-DCPS/UTD committee on the basis of jointly developed criteria which shall include a 90 percent positive vote by the faculty. Transfers shall be afforded personnel who prefer a more traditional assignment. The strategic planning model shall provide for mid-course review and revision, as necessary.
- F. The pilot school(s) shall operate as a school-based management/shared decision-making site.

#### **Section 45. Teacher Mentor Program**

The parties agree to establish, on a pilot basis, a Teacher Mentor Program. Teachers who volunteer and are selected for this program will serve as teacher(s)/mentor(s) for the same group of targeted at-risk students in grades 1-3. Mentoring activities might include, but not be limited to, academic tutoring, counseling, liaison with community support agencies, as appropriate, and service as a supplementary contact at the school in cases of disciplinary action(s).

Development of guidelines and implementation of the pilot shall be the responsibility of the Professionalization of Teaching Task Force.

#### **Section 46. Performance-Based Compensation**

In order to meet the intent of F.S., Section 230.23, the parties agreed to participate in a joint M-DCPS/UTD Ad Hoc Committee and will make recommendations to the Superintendent of Schools and the UTD President or Designee for the development and

implementation of a performance-based compensation model which may include school-wide and individual assessment models.

### **Section 47. Professional Development**

Professional Development is the umbrella under which all inservice activities occur. It is a collaborative effort and the responsibility of every person who affects student learning and the learning environment.

The restructuring of professional development must reflect current research, professional development standards, and effective teaching practices. Professional experiences must encompass district goals, priorities, and initiatives and evolve from school performance excellence plans. The parties agreed to participate in a joint M-DCPS/UTD Ad Hoc Committee on the restructuring of professional development in the Miami-Dade County Public Schools and will make recommendations to the Superintendent of Schools and the UTD President or Designee.

### **Section 48. Testing Proctors**

Full-time teachers (excluding Test Chairpersons) who serve as testing proctors during periods other than the regular workday shall be compensated at a rate equal to \$100 per day.

### **Section 49. M-DCPS/UTD New Educators Support Team (NEST)**

- A. The parties reaffirm their commitment to educational excellence and improvement of the overall quality of teaching and learning. The Board and the Union both recognize the need to attract and retain superior teachers. Therefore, the parties established a New Educator Support Team (NEST). Through this collegial support, it is expected that new teachers will experience early job success by acquiring and/or enhancing their skills in the classroom.
- B. Definitions
  - 1. New Educator -- a teacher who is on annual contract.
  - 2. New Educator Support Team (NEST) -- a designee from both M-DCPS and UTD assigned to assist new educators who request assistance.
  - 3. Saturday Sessions -- half-day collegial roundtable sessions.
  - 4. NEST Saturday Mentors -- Experienced teachers (National Board for Professional Teaching Standards certified teacher, Teacher of the Year, etc.) approved by both parties to act as mentors at Support Sessions.
  - 5. Colleague Teachers -- An experienced teacher volunteer who works with a new educator in a one-on-one mentoring situation.

### C. NEST Program

1. An individual employee's decision to participate shall be voluntary and shall not be considered a factor in the evaluation of an employee's performance.
2. New educators may request assistance from representatives of either M-DCPS or UTD. They may request either a NEST visit, the assistance and support of a colleague teacher and/or a NEST Saturday Session. Additionally, the principal may grant release for the colleague teacher to assist the new educator.
3. Colleague Teachers shall receive TEC Master Plan Points for serving as a mentor.
4. New Educators may attend additional Saturday Sessions as follow-up to previous sessions in order to review techniques and strategies, when recommended by the session mentor or NEST.
5. NEST designees may visit a new educator's school to observe classroom instruction for the purpose of feedback and professional growth.
6. Administrators are encouraged to recommend NEST programs to their new educators who need support.

## **ARTICLE XXVII -- BUDGET REDUCTION**

Should the Board be compelled by economic conditions to reduce the budget of the M-DCPS, and if that reduction should affect wages, hours, and terms and conditions of employment, the Board agrees to negotiate the impact of such reduction upon the provisions of this Contract. See Appendix C for rules governing reduction-in-force.

## ARTICLE XXVIII -- RATIFICATION AND FINAL DISPOSITION

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Union, pursuant to Florida Statutes, Section 447.309.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for three years, provided:
  - 1. The terms and conditions of this agreement, effective July 1, 2003, shall continue until midnight, June 30, 2006.
  - 2. By service of written notice on the other party, prior to April 1, the wage and health insurance provisions shall be reopened for each subsequent fiscal year.
  - 3. In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) or the equivalent in discretionary funds or spending flexibility plus discretionary local operating millage and discretionary lottery funds in its Appropriations Act for 2003-2004 is inadequate to fund the economic provisions of this Agreement for 2003-2004, UTD agrees to re-negotiate the economic provisions of this Agreement for the 2003-2004 fiscal year, if requested by the School Board. During such negotiations, unit employees would continue to be governed by the current economic agreement. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

This Contract shall continue in full force and effect until June 30, 2006.

Dated at Miami, Florida, this 19<sup>th</sup> day of November, 2003.

<b>UNITED TEACHERS OF DADE</b>	<b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b>
<hr/> <p>Mark Richard AFT Administrator</p>	<hr/> <p>Dr. Michael M. Krop Chair</p>
	<hr/> <p>Dr. Robert B. Ingram Vice Chair</p>
	<hr/> <p>Merrett R. Stierheim Superintendent of Schools</p>
	<p>Approved As To Form</p> <hr/> <p>School Board Attorney <span style="float: right;">Date</span></p>

## APPENDIX A -- GRIEVANCE PROCEDURE

### A. Purpose

It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of the wages, hours, and terms and conditions of employment, as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of the M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any party in interest, any Union representative, or any other participant in the grievance procedure by reason of such participation. All documents, grievance forms (sample forms attached hereto), communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of any party in interest, including final disposition, except for and exclusively for awards resulting from arbitration.

It is agreed that the bargaining agent reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing, only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure inclusive of arbitration.

### B. Definitions

1. Grievance -- formal allegation by an employee and/or the bargaining agent that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment set forth in this Contract or its Appendices.
2. Bargaining Agent -- the employee organization certified as the exclusive bargaining agent, pursuant to Florida Statutes, Chapter 447.307.
3. Aggrieved Employee -- any full-time or part-time teacher and such other persons who are members of the bargaining unit, as certified, pursuant to Florida Statutes, Chapter 447.307.

4. Party in Interest -- any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. Supervising Administrator -- the individual having immediate administrative authority over the aggrieved employee(s).
6. Immediate Superintendent -- the Assistant or Associate Superintendent having immediate administrative authority over the Supervising Administrator.
7. Days -- as referred to in the time limits herein, days shall mean working days.
8. Letter of Inquiry -- request, in writing, on proper M-DCPS form, by the bargaining agent, to Labor Relations, seeking clarification of M-DCPS Rules, state law, or this Agreement.

C. Special Provisions

The time limits set forth herein may be extended and/or modified by mutual agreement, using the stipulated Request for Extension of Time Form (sample form attached hereto).

In the event a grievance is filed at such time as it cannot be processed through all steps in the grievance procedure by the end of the aggrieved employee's contract year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted as soon as practicable.

If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer response.

The parties acknowledge that, as a principle of interpretation, employees are obligated to work, as directed, while grievances are pending.

The employer and the bargaining agent shall have the right of free choice in designating representatives for the purpose of resolving grievances. The Union shall have a maximum of two representatives at a formal grievance hearing.

Aggrieved employees, or employees who are called as witnesses, will be allowed released time without loss of pay to process or assist in the processing of a grievance. The parties will jointly establish rules of procedure and conduct for grievance hearings and submit them for approval by the Superintendent and the UTD President or Designee.

The bargaining agent, in accordance with its own non-discriminatory internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination, using the stipulated Grievance Form, shall be sent to Labor Relations, and to the employee(s) involved.

If the bargaining agent has declined to process or further process any grievance presented to it, solely because the unit member is not a dues-paying member of the Union, such unit member may process his/her own grievance through this procedure and the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, an employee is authorized to process his/her own grievance in person or through legal counsel only if the bargaining agent has declined to provide representation in processing a grievance because the unit member is not a dues-paying member of the Union. If an employee processes his/her own grievance in person or through legal counsel, the employee may not adjust the grievance in a manner inconsistent with the terms of the collective bargaining agreement then in effect and, provided further, that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.

The bargaining agent shall not be responsible for any costs attendant to the resolution of any grievance it has not processed.

The parties acknowledge that multiple grievances may be combined with mutual agreement of the employer and the Union.

One set of Board Rules at each work location shall be made available to Union building representatives for the purpose of reference and information, as well as, for the purpose of expediting the provisions of this grievance procedure.

The use of tape recorders or other mechanical devices is expressly forbidden.

#### D. Letter of Inquiry

Either the immediate superintendent or bargaining agent may send a Letter of Inquiry on the stipulated Letter of Inquiry Form (sample form attached hereto) to Labor Relations for the purpose of seeking a clarification of a M-DCPS Rule, state law and/or terms and conditions of employment, as set forth in this Agreement.

Labor Relations shall respond within 10 days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed.

## E. Implementation

### STEP I

1. The grievance shall be filed within 30 days of the alleged violation, misinterpretation, or misapplication of the terms and conditions of employment set forth in this Agreement.
2. The grievance shall be filed, in writing, stating the specific article, section and language alleged to have been violated, misinterpreted, or misapplied to the supervising administrator of the aggrieved employee(s). It is further understood and agreed that the aggrieved employee(s) shall be granted released time to attend formal proceedings, as described herein, which are held during working hours. No M-DCPS employee(s) other than the aggrieved employee(s) shall be granted released time to either represent the aggrieved employee(s) or to observe the proceedings as representatives of the bargaining agent.
3. The supervising administrator shall note the date of receipt of the grievance and shall seek to meet with the aggrieved employee(s) at a mutually-agreeable time within five days of receipt of the grievance.
4. The bargaining agent for the unit shall be advised, in writing, as to the date of the proposed meeting and shall have the right to send one observer to the proceeding if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
5. Within five days of the meeting, the supervising administrator shall render a decision and shall immediately communicate that decision, in writing, to the aggrieved employee and the appropriate immediate superintendent or his/her designee. Additional copies of the decision shall be sent to the Labor Relations and to the exclusive bargaining agent.
6. The bargaining agent may appeal the decision of the supervising administrator within five days of its rendering.
7. The notice of intent to appeal shall be communicated, in writing, to the immediate superintendent. Failure to appeal the decision of the supervising administrator within five days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a satisfactory resolution of the issues raised.

## STEP II

1. If the bargaining agent appeals the decision, the immediate superintendent shall schedule a meeting to take place at a mutually agreeable time, not more than 10 days after receipt of notice of appeal. The immediate superintendent shall immediately communicate notice of appeal to Labor Relations.

The bargaining agent shall be advised, in writing, as to the date of the proposed meeting and shall have the right to send one observer to the proceedings if the agent is not involved in the actual representation of the aggrieved employee(s).

2. Within 10 days of the meeting, the immediate superintendent shall render a decision and shall immediately communicate that decision, in writing, to the bargaining agent. Copies of the decision shall be sent to the aggrieved employee(s) and to Labor Relations. A copy is to be retained by the immediate superintendent.
3. The bargaining agent may appeal the decision of the immediate superintendent within five days of its rendering. The notice of intent to appeal shall be communicated, in writing, to Labor Relations. Failure to appeal the decision of the immediate superintendent within five days shall constitute acceptance, by the aggrieved employee(s) and the bargaining agent, of the decision as being a satisfactory resolution of the issues raised.

## STEP III

1. If the bargaining agent appeals the decision, the Superintendent or his/her designee shall schedule a meeting to take place at a mutually-agreeable time, not more than 12 days after receipt of notice of appeal.
2. Within 12 days of the meeting, the Superintendent or his/her designee shall render a decision and shall immediately communicate that decision, in writing, to the aggrieved employee(s). Copies of the decision shall be sent to the aggrieved employee(s), the supervising administrator, the immediate superintendent, and to Labor Relations.
3. Failure to appeal the decision rendered in Step III within five days by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

## ARBITRATION

If the employer and the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding disposition by an impartial neutral, mutually selected by the parties.

Nothing contained in this Appendix or elsewhere in this Agreement shall be construed to permit the Union to file an issue for arbitration unless, by mutual consent, the grievance has not been processed through applicable steps of the grievance procedure.

1. Notice of intent to submit the grievance to arbitration shall be communicated, in writing, by the bargaining agent to Labor Relations within five days of the decision at Step III.
2. Prior to the submission of the appeal to arbitration, the arbitrator may hold a pre-hearing conference to consider and determine:
  - a. the simplification of the issues;
  - b. the possibility of obtaining stipulation of facts and documents that will avoid unnecessary proof;
  - c. such other matters as may aid in the disposition of the grievance; and
  - d. matters of jurisdiction or applicability.
3. The bargaining agent reserves the exclusive right to institute the arbitration procedures under this Agreement. An employee may process a grievance through Step III only if the bargaining agent refuses to institute the grievance procedures solely because the unit member is not a dues-paying member of the Union.
4. Within 10 days after written notice of submission to arbitration, the parties will attempt to agree upon a mutually-acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators may be made to the Federal Mediation Conciliation Service (FMCS) or the American Arbitration Association (AAA) by either party. The parties will be bound by the rules and procedures of the FMCS in the selection of an arbitrator and the holding and conducting of an arbitration hearing.
5. The arbitrator, selected by the parties, or pursuant to the rules of the FMCS, will issue a decision not later than 20 days from the date of the close of the

hearings or, if oral hearings have been waived, then from the date final statements and proofs are submitted. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted and, where permitted by law, may include a monetary award. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which adds to, subtracts from, modifies, or alters the terms of this collective bargaining agreement.

The decision and award of the arbitrator shall be final and binding.

6. All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent. Each party will pay the cost of presenting its own case; however, the aggrieved employee(s) or the employee(s) who is called as witness for an arbitration hearing will be allowed released time to process or to assist in the processing of his/her own grievance or to testify.
7. It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted. At that time, the employer, the aggrieved employee(s), and/or the bargaining agent may seek other legal remedies, as are available.

Refusal to discuss a grievance in good faith shall constitute an Unfair Labor Practice and shall be subject to the penalties provided for in Florida Statutes, Chapter 447.503.

8. Both parties agree to negotiate and mutually agree to the rules and procedures which govern arbitration. In the event mutual agreement cannot be reached, the FMCS or AAA will be utilized to process arbitration cases.

#### **F. Alternative Grievance Procedure**

1. The parties agree to establish a joint M-DCPS/UTD ad hoc committee to review and make recommendations regarding the feasibility of an alternative grievance process.





**LEVEL/STEP I**

Date Meeting Held \_\_\_\_\_

GRIEVANCE # \_\_\_\_\_

Decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(PLEASE ATTACH STATEMENT IF ADDITIONAL SPACE IS NECESSARY)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervising Administrator

**LEVEL/STEP II**

Date Meeting Held \_\_\_\_\_

Decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(PLEASE ATTACH STATEMENT IF ADDITIONAL SPACE IS NECESSARY)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Level/Step II Administrator

**LEVEL/STEP III**

Date Meeting Held \_\_\_\_\_

Decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(PLEASE ATTACH STATEMENT IF ADDITIONAL SPACE IS NECESSARY)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Level/Step III Administrator

**ARBITRATION**

Date Meeting Held \_\_\_\_\_

Upheld

Denied

Decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(PLEASE ATTACH STATEMENT IF ADDITIONAL SPACE IS NECESSARY)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Arbitrator



GRIEVANCE # \_\_\_\_\_

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**REQUEST FOR EXTENSION OF TIME**

*(Please Type or Print)*

Request Made By:

- Grievant
- Bargaining Agent
- MDCPS

Status of Grievance:

- Step I
- Step II
- Step III
- Arbitration

Amount of Additional Time Requested \_\_\_\_\_

Reason for Request:

Date Received \_\_\_\_\_

\_\_\_\_\_  
Signature (*Party Making Request*)      Date

Response to Request:

Distribution of Form:

1. Grievant
2. Bargaining Agent
3. Office of Labor Relations

\_\_\_\_\_  
Signature (*Party Making Response*)      Date



**SAMPLE FORM**  
**Original can be obtained**  
**From the Office of Labor Relations**

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**LETTER OF INQUIRY**  
*(Please Type or Print)*

The undersigned hereby requests clarification from the Office of Labor Relations with reference to the following:

<input type="checkbox"/>	Florida Statute	_____
		(Statute Number)
<input type="checkbox"/>	MDCPS Rule	_____
		(Rule Number)
<input type="checkbox"/>	Contract Provision	_____
		(Article Number)

The issue with reference to the identified statute, rule, or contract provision which requires clarification is as follows:

---

**Distribution of Form:**

1. Bargaining Agent
2. Office of Labor Relations

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

---

**(FOR OFFICIAL USE ONLY)**

Date Received \_\_\_\_\_

Letter of Inquiry # \_\_\_\_\_

Date of Response \_\_\_\_\_

\_\_\_\_\_  
Signature of Office Representative

*(Attach copy of Response)*

## APPENDIX B -- DUES CHECK-OFF AND PAYROLL DEDUCTION PROCEDURES

- A. The Board shall provide, at no cost to the UTD, services of payroll deduction of dues and uniform assessments. The Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership and/or service fees, pursuant to the terms and conditions contained in the dues authorization contract signed by members of the UTD. Any company or service trust as provided for in this Contract, shall also be entitled to dues check-off.
- B. Administrative Procedures for Dues Check-Off and Deductions of Fees for Trusts, Annuities

It is agreed that payroll deduction of dues for the Union (United Teachers of Dade, FEA/United, AFT, Local 1974, AFL-CIO) shall be extended in accordance with the following provisions:

1. Payroll deduction of Union dues for all employees eligible for membership in the UTD bargaining unit shall be provided only for the UTD as the certified exclusive bargaining agent for this classification of employees and shall not be provided any other Union/employee organization.
2. The total amount of dues, the amount of dues to be taken from each paycheck, and the schedule for deductions for all employees within this bargaining unit shall be determined by the Union. This schedule for deductions must be within the framework of the existing mechanized payroll schedule.
3. Dues authorization forms submitted after the date necessary for the full amount of dues to be deducted are to be processed for whatever amount of dues that can be deducted over the remaining period of time.
4. Upon receipt of the dues authorization form by the Board's M-DCPS Deduction Control Office, each form is to be totally processed within five working days, unless otherwise prohibited by unforeseen emergency conditions.
5. The UTD is to be supplied a listing after each payroll of every employee who has/has not been deducted.
6. Payroll deduction authorization for employees who are terminated under designated Board codes or whose job code has changed shall remain on file and in the computer bank on an active status.

7. The UTD will be supplied a monthly list of all employees in the bargaining unit who are promoted to administrative positions whose dues are being deducted.

The UTD will be furnished a monthly list of paraprofessionals who are appointed to teaching positions whose dues are being deducted as paraprofessionals.

All problems arising in connection with dues check-off will be adjudicated directly between the M-DCPS' Deduction Control Office and the Union, including Union access to necessary employee January 29, 2004 data and files in the Deduction Control Office and data retrieval system will not be denied and shall be used at a time mutually agreed upon.

8. The UTD will be supplied with a deduction register every payday.

All starts and/or cancellations of payroll deductions for employees within the certified exclusive bargaining unit shall be processed by the certified exclusive bargaining agent in accordance with the terms and provisions indicated on the payroll deduction form and in accordance with Florida Statutes, Chapter 447.

#### C. Deductions for Economic Services

The detailed and explicit procedures for implementation of payroll reduction/deduction for services and benefits sponsored and endorsed by the Union shall be jointly developed and agreed to by the respective negotiators for the Board and the Union and shall conform to all existing Florida Statutes, and specifically Florida Statutes, Chapter 447. In addition to payroll deduction slots for Union dues and other economic services, as well as slots for Union assessments (Tiger-COPE dues), the Board also agrees to provide two payroll reduction /deduction slots for the purpose of tax sheltered annuities, tax deferred annuities, union benefits programs, etc., and such slots shall be established in accordance with mutually agreed to procedures and guidelines. Procedures currently in operation are incorporated and made a part of this Contract. Changes may be made, by mutual agreement, as deemed necessary.

#### D. Repayment of Educational Loans (Florida Statutes, Chapter 112.175)

1. Any bargaining unit member who has received an educational loan made or guaranteed by the state or any of its political subdivisions shall be deemed to have agreed as a condition of his/her employment to have consented to voluntary or involuntary withholding of his/her wages to repay such loan.
2. Any such employee who has defaulted or does default on the repayment of such loan shall, within 60 days after service of a notice of default by the

agency holding the loan to the employee and the Board, establish a loan repayment schedule for repaying such defaulted loan through payroll deductions which shall be agreed to by both the agency holding the loan and the employee.

3. Under no circumstances may an amount in excess of 10 percent per pay period of the gross pay of such employee be required by the agency holding the loan as part of a repayment plan or schedule.
4. If such employee fails to establish a repayment schedule within the specified period of time or fails to meet the terms and conditions of the agreed-to or approved repayment schedule, such employee shall be deemed to have breached an essential condition of employment and shall be deemed to have consented to the involuntary withholding of his/her wages or salary for the repayment of the loan.
5. No employee may be dismissed for having defaulted on the repayment of an educational loan made or guaranteed by the state or any of its political subdivisions.
6. A standard method of calculating amounts to be withheld from employees who have failed to establish a repayment schedule within the specified period of time or failed to meet the terms and conditions of the agreed-to or approved repayment schedule will be adopted by the Florida Administration Commission and followed by M-DCPS.

## APPENDIX C -- REDUCTION-IN-FORCE

In accordance with Article XXVIII, Ratification and Final Disposition, it is understood and agreed to by the parties that, pursuant to discussions between the Board and the Union (if it is necessary to effect a reduction-in-force), the following personnel guidelines and procedures will be implemented:

- A. Seniority exclusively in accordance with affected subject areas/programs on a county-wide basis, shall be utilized to determine which members of the UTD bargaining unit are to be laid off and recalled.
- B. These guidelines and procedures shall apply to all positions held by teachers in the UTD bargaining unit.
- C. Source of funding for positions, as well as categorical or discretionary designation, will not be factors in determination of seniority.
- D. A joint Board/Union committee is herein established and empowered to make recommendations to the Superintendent regarding the disposition and resolution of any and all problems attendant to the implementation of these reduction-in-force procedures including, but not limited to, exemptions, exceptions, and disputes regarding seniority rankings utilized for layoff and recall. This committee shall be composed of three members designated by the UTD and three members designated by M-DCPS and shall operate in accordance with established procedures for the term of the Contract.
- E. A layoff may occur whenever the Board deems necessary.
- F. The Board shall determine the net positions to be reduced countywide, the subject area/programs in which layoff shall occur, and the number of positions in those areas/programs to be reduced, pursuant to discussions of the joint Board/Union committee. The Board's decision on these items shall be final and not subject to grievance or arbitration.
- G. When the total number of teaching positions is reduced by allocation, those unit members to be laid off by the Board in those positions, except as excluded herein, shall be as follows:
  - 1. If a layoff is necessary in a subject area/program during the regular school year, regular substitutes in that area/program shall be terminated. Regular substitutes shall have no recall rights.
  - 2. All teachers who are teaching in an affected subject area/program, under the provisions of a temporary certificate, which expires on June 30 of the school year of a layoff and who have not completed the requirements for a new

certificate covering their assignment and furnished evidence of applying for a valid certificate prior to June 30, will be laid off first.

3. The least senior teachers in each subject area/program shall, then, be laid off unless prohibited, or otherwise specified, by federal law and/or regulations.
- H. Teachers who are administratively assigned out-of-field or who are assigned out-of-field, pursuant to their request, shall have their seniority determined on the basis of the subject area/program for which they are fully certified, except in those instances where out-of-field employees have achieved credits to become certified since being assigned out-of-field. In the event credit toward certification in the out-of-field assignment is underway, pursuant to the provisions of State Board regulations, the employee's seniority shall be determined on the basis of the subject area/program to which he/she is assigned at the time of layoff.
  - I. Teachers who possess certification in multiple areas shall have their seniority determined on the basis of a subject area/program for which they are certified, which is not being reduced and, if more senior, such employees shall not be subject to layoff.
  - J. Any subject area/program category not listed, but which includes positions held by employees in the UTD bargaining unit, is hereby incorporated and definitions of such categories shall be established by the joint Board/Union committee authorized herein.
  - K. Teachers who are laid off will be placed in subject area/program recall pools effective the first day of the layoff. Each recall pool will be divided into two sections. Section One will consist of teachers who possess a valid regular certificate reflecting a Bachelor's degree or higher. Section Two will consist of teachers who possess a valid temporary certificate reflecting a Bachelor's degree or higher. Teachers in Section One of the recall pool will be recalled first over teachers in Section Two of the recall pool.
  - L. Teachers will be recalled in each subject area/program on the basis of inverse seniority (most senior first).
  - M. Seniority is defined as a total of all contractual service as a teacher in M-DCPS.
  - N. Ties in seniority ranking will be broken by the following methods and in the orders listed below:
    1. credit for the number of teaching years outside Miami-Dade County but inside the State of Florida;
    2. highest earned degree: Doctorate over Specialist; Specialist over Master's; Master's over Bachelor's.

3. credit for teaching years outside Florida; and
  4. randomized procedure of selection mutually agreed to by the parties.
- O. Teachers in a recall pool who do not accept the position offered within five days of the recall notice will be eliminated from further consideration regardless of seniority. Every reasonable effort will be made to contact teachers at their last known address. Written communication to these employees shall be in the form of certified mail, return receipt requested.
- P. If a vacancy exists which cannot be filled from the appropriate subject area/ program recall pool, the vacancy shall be filled as follows:
1. Employment preference shall be given to properly qualified, certified paraprofessionals.
  2. If positions are not filled from 1. above, consideration shall be given to qualified teachers from the aggregate pool.
  3. Positions not filled from 1. and 2. above shall be filled by certified, qualified applicants.
- Q. Teachers, unless called earlier, will remain in the pool for the term of this Contract.
- R. Categories of subject areas/programs are hereby established as follows:
- Art (K-12)
  - Bilingual Education Elementary (Spanish S, Spanish EL, SL, BCC/CCHL)
  - Business Education
  - Driver Education
  - Elementary (Pre-K-K, 1-6, ESOL)
  - English, Speech, Drama, Journalism, ESOL
  - Exceptional Student Education by area of certification
  - Foreign Language by area of certification
  - Home and Family Living
  - Industrial Arts
  - Library/Media Specialists
  - Mathematics (Middle School, 9-12)
  - Music Education (Elementary, Vocal, Band, Orchestra, Keyboard)
  - Occupational Specialists
  - Occupational Therapists
  - Physical Education (K-8, 7-12)
  - Physical Therapists
  - Psychologists
  - Reading

- Science by area of certification
- Social Studies
- Student Services (Counselors, School Social Workers)
- Vocational by area of certification

- S. The employees who hold positions for which there is no required certification or alternate form of certification shall have their seniority determined on the basis of subject area(s)/program(s) for which they are certified.
- T. Employees in the UTD bargaining unit who hold positions as Adult General Basic Education and/or Adult General High School teachers shall be included in the appropriate subject area/program category and seniority shall be determined accordingly.

## **APPENDIX D -- COMPENSATORY BENEFITS**

### **Section 1. Legal Services**

- A. When any parent or other person not subject to the discipline of the Board or its administrative or instructional staff assaults any employee of the school system, as covered by this Contract, whether instructional or non-instructional, on school property or elsewhere, and, in the opinion of the Superintendent, the assault is school-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.
  
- B. The Board recognizes that under the provisions of Florida Statutes, Sections 231.06 and 231.07, certain persons who upbraid, abuse, insult, or assault personnel of the Board shall be guilty of a crime, and that, in appropriate instances, the Superintendent or his/her designee, at the discretion of the Board, may initiate the prosecution of violators of the aforementioned statutes.

### **Section 2. Insurance and Other Benefits**

#### **A. Health Insurance**

- 1. Health insurance benefits will be provided to all eligible full-time employees. The School Board will negotiate annually with UTD to determine plan design and employer contribution levels.

The plan design for the 2004 calendar year will provide for two plan options, a Point of Service (POS) and an HMO. Additionally, the School Board will provide during calendar year 2004 an opt-out provision for those benefit-eligible employees who can attest that they have health coverage elsewhere. The 2004 calendar year health insurance program will commence on February 1, 2004.

The specific terms of the 2004 health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties, and said MOU is incorporated herein and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Appendix A of this collective bargaining agreement. The 2004 health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Article XXVIII(D)(2) of this collective bargaining agreement.

2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first of the month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.
3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.
4. Certified employees who work one-half time, as specified in Appendix E, Section 1(B)(11), shall be offered the M-DCPS fringe benefits program at one-half the cost for the employee on an optional basis.

#### B. Retirement Incentive Program

For employees retiring from full-time service and who are retiring and terminating\* within the fiscal year (defined to allow completion of the current school year) in which they first become eligible for normal retirement as defined in 1., 2., and 3., below, the Board will establish a temporary retirement incentive program, which will provide reimbursement of the retiree's personal health insurance or health maintenance organization premiums until such time as the retiree becomes eligible for Medicare Parts A and B, at which time said reimbursement shall no longer be made.

**\*Note:** Employees who have retired under the Deferred Retirement Option Program (DROP) and terminate employment within the fiscal year in which they first became eligible for normal retirement are eligible for this incentive. However, employees who have retired under DROP and continue employment beyond their first fiscal year of eligibility shall not be eligible for this incentive.

The date when an employee first becomes eligible for benefits under this Section will include the earliest of the following:

1. an employee's eligibility for normal retirement under the Florida Retirement System; or

2. an employee's eligibility for normal retirement under the Teachers' Retirement System; or
3. an employee's eligibility for normal retirement under the State and County Officers and Employees Retirement System.

In addition, employees who retire under the M-DCPS Early Retirement Plan, as outlined in Appendix D, Section 8, shall be eligible.

The reimbursement will be paid once, annually, during the month of October, upon presentation of a paid premium invoice and a copy of a canceled check or money order. All substantiation must be submitted to the Office of Risk and Benefits Management by August 31 of the respective year on designated forms.

The amount of reimbursement will be prorated by the complete calendar months of coverage, but limited to no more than \$1,200 annually during the duration of this Contract.

Ten-month employees who are otherwise eligible, but who will not attain normal retirement age until after July 31, but prior to October 1, may retire after completion of service in June with a reduced state retirement benefit, without forfeiting their entitlement to this reimbursement.

The parties agree to mutually explore a retirement program whereby the School Board may contribute to the employee's purchase of out-of-state service, as authorized by state law.

C. Life Insurance

1. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
2. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage,
3. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

D. Effective on January 1 of each year for the term of this Contract, the Board agrees to provide each part-time employee in active employment on that date, who has

worked at least 450 hours during the period from September 1 through August 31 of the year prior to January 1, with a \$5,000 term life insurance policy, effective through December 31 of the calendar year of eligibility, and the Board-paid Vision Care Indemnity Plan.

- E. COBRA benefits, rights, and responsibilities will be afforded to all eligible employees and enrolled dependents pursuant to federal law.

### **Section 3. Travel Reimbursement**

#### **A. In Miami-Dade County for Eligible Employees**

1. Eligible employees shall obtain reimbursement for travel within Miami-Dade County. Employees whose duties for the school system require them to travel within the county from their official headquarters to other locations shall be reimbursed for travel in a privately-owned vehicle on the basis of the maximum mileage allowance under Florida law. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business, as established in Board Rule 4C- 1.07 and the Travel Procedures Manual.
2. Eligible employees are entitled to per diem or meal and lodging allowance for approved travel on official business within the county.
3. Employees shall be paid the maximum amount of per diem or meal and lodging allowances authorized by Board Rule 4C- 1.07 and the Travel Procedures Manual. This applies when the traveler is assigned on official business, outside of regular office hours and away from regular places of employment, where it is considered reasonable and necessary, and meal times are involved or overnight lodging is required, and it is approved by the Superintendent or his/her designee.
4. In-county travel reimbursement for Physical and Occupational Therapists will be based on the assigned home school for each therapist.

#### **B. Outside Miami-Dade County for Eligible Employees**

1. Employees of the school system who are authorized to travel outside of Miami-Dade County shall be approved for travel expenses to be paid in whole or in part from Board funds in accordance with maximum rates authorized by State Statutes, Board Rule, Travel Procedures Manual, and when paid from internal funds subject to all provisions set forth in the Manual of Internal Accounting if: (a) the employee is assigned to perform official duties elsewhere, e.g., travel to recruit teachers; or (b) the employee is authorized to attend conferences of official educational agencies and of professional organizations.

The following general regulations shall be applicable to such travel:

- a. Temporary Duty -- Any employee, in order to be eligible to have expenses paid for travel, shall have filed in advance of such travel, an approved Request for Travel Expense Advance/Reimbursement form with immediate supervisor and supervisor of charge location.
  - b. Superintendent's Representative -- Travel of an employee as the Superintendent's representative shall be approved only by the Superintendent or his/her designated representative(s).
  - c. Maximum Expenses -- The Superintendent may approve expenses computed by the transportation and per diem formulas up to a maximum of \$1,000 per person, excluding registration fee and tuition. Expenses in excess of this amount may be approved only by the Board upon the special recommendation of the Superintendent.
  - d. Transportation Arrangements -- Employees whose expenses are to be paid wholly from Board funds should make arrangements with the Procurement Management Services or its official designated travel agent, to secure tickets for transportation by common carrier.
  - e. Reimbursement of Expenses - Other Agencies -- Employees who are requested or directed to attend conferences or conventions by the State Department of Education, or by institutions when such agencies agree to reimburse the Board in full, may be approved for full expenses according to the Board transportation and per diem formulas.
  - f. Payment of Expenses -- Reimbursable expenses will not be paid from Board funds until after the employee has returned, the Board or Superintendent has approved payment, and the individual has filed a requisition with required supporting documents attached, to the Accounting Division, Payroll Section.
2. Travel expenses shall not be authorized to be paid from Board funds for:
- a. any employee who received college credit for work done while in attendance at a workshop, conferences, or similar meeting; or
  - b. any employee to attend the annual convention of state professional organizations, unless requested to attend by the administration for work-related organization, except where authorized.

## Section 4. Copyright - Educational Media

The Board recognizes that the expanding use of all educational media opens up limitless opportunities for improvement of instruction through the development by M-DCPS of instructional materials not available commercially. Some of the educational media thus developed are wholly-owned by the Board and/or are eligible for copyright or patent, and may be in demand by individuals and agencies outside M-DCPS. The Board, therefore, authorizes the Superintendent to develop regulations and procedures for the sale, lease, or rental of educational media. These regulations and procedures shall also clearly define the preparation, production, distribution, and/or provisions for copyright or patent of instructional materials (such as audio-visual media, video tapes, apparatus, and publications) developed as part of officially assigned duties or job responsibilities.

In connection with these regulations, the Board may, under certain specified conditions, authorize the distribution of a portion of any royalties earned by the Board to the creator or author of the materials.

### A. Right of Ownership of Materials Developed During Regular Hours of Employment:

1. Personnel of the Board engaged in creative efforts are recognized as being in one or more of four categories, the first two of which are applicable to this Section;
2. Category 1 -- Personnel employed to accomplish a certain creative effort with employment time of specific duration indicated by contract (such personnel are often legally termed "workers for hire", and the product is termed "work made for hire"); and
3. Category 2 -- Personnel under Board contract, assigned in a capacity which leads to creative accomplishments, time for such being given, with the creative effort not necessarily stipulated by name or description in the original employment or assignment arrangement.
4. It is the intent that all such products developed by personnel in Categories 1. and 2. in the normal course of regularly-prescribed duties and within the period that the Board requires such persons to be on duty should remain the property of the Board, and that the Board shall retain all rights, privileges, and responsibilities pertaining to the ownership thereof. In such "works made for hire", the Board shall be considered the author for purposes of ownership of copyright, owning all rights comprised in the copyright, unless all parties have expressly agreed otherwise in a written instrument signed by them. This applies to either individual or joint "works made for hire" and includes the rights of renewal of copyright as defined within the body of copyright law.

5. While certain personnel in Categories 1 or 2 may have addenda to their regular employment contracts which permit additional remuneration for residual rights to certain creative works, it shall not be a requirement for the M-DCPS to initiate such contracts in all instances, nor shall the lack of such contracts be construed to affect any claim of ownership or copyright which is retained by the Board.

B. Sale, Lease, Rental, or Reproduction By Commercial Agencies of Products Owned, Copyrighted, or Patented By the Board

1. The school system does not wish to enter either the publishing or manufacturing field; however, in the event that any of the products of Categories 1 and 2 have commercial appeal, the Superintendent or his/her appointed designee may negotiate with the appropriate persons and agencies concerned. If any contract for the payment of royalties or other compensation to the owner or to the holder of a copyright or patent is entered into, such compensations may be paid to the general fund of the Board, or rebudgeted in the department producing the materials to offset costs attributable to the sale, lease, rental, or production of the materials.
2. In the event that a publisher or other agency, in negotiation with the Superintendent or his/her designee, requests revision or additions to be made in the product, the Superintendent or his/her designee may make arrangements to have such additional work completed. If it is judged to be in the best interest of the school system, the Superintendent may assign personnel to perform this task as a part of their regular employment. In the event that revisions are not essential to the program of M-DCPS but the producers or publishers desire to have a revision made, the Superintendent may afford the opportunity for such works to be performed by a school employee outside his/her regular employment hours. No Board funds shall be used to remunerate an employee for the additional work, but the Superintendent is authorized to assign to an employee by contract with the producer or publisher a fee to be paid out of royalties or a percentage of royalties, depending upon the extent of revisions to be made.
3. If such an edition of which the copyright is held by the Board becomes obsolete and the Superintendent does not recommend revisions by M-DCPS, the Superintendent may recommend transfer of copyright to the authors, retaining only the privilege of county purchases for school use without royalty payment.

C. Development of Products Outside of Regular Employment Time But With Use of Board Resources

1. Category 3 -- Personnel who accomplish a creative effort on their own, outside of regular hours of employment, but whose creative efforts

necessitate the use of Board resources, such as duty-time, classroom, teacher, or pupils.

2. Personnel in Category 3, anticipating any use of Board resources, should follow these procedures:

a. Prepare for the appropriate assistant or associate superintendent a brief report containing this information:

- (1) description of creative product;
- (2) board resources which will be involved, with estimate of time-use (if involvement is sufficient to warrant, personnel in Category 3 should work through the established channels of the Educational Research Committee of the M-DCPS); and
- (3) percentage of duty time, if any, of one's normal job responsibility which was devoted or will be devoted to development of the product.

b. File notice to publish or manufacture, with dates, with the appropriate assistant or associate superintendent.

(1) The above report (procedures 1 and 2) shall be filed with the office of the appropriate assistant superintendent and associate superintendent. A committee composed of a representative from the Superintendent's staff, the Deputy Superintendent for Community and Student Support Services, the assistant superintendent involved, and the Board Attorney shall make a final recommendation to the Superintendent as to the legal interest, if any, of the Board in such copyright or patent.

(2) The Superintendent, upon request of the employee, may recommend release of all claims to copyright or patent rights, retaining the privilege of system-wide purchase without royalty payment; or he/she will indicate, in writing, to the creator of the product such arrangements as are acceptable, following reasonable and customary practices.

#### D. Products Developed Without Use of Board Property Or Time

1. Category 4 -- Personnel whose creative effort is accomplished without recourse to or use of Board property or time, whose creative effort is accomplished outside of the period considered to be the time that the Board

requires such personnel to be on duty, and whose created product is not a portion of normal job responsibility.

2. The Board makes no claim to ownership or products developed by Board personnel under conditions described in Category 4.
3. Employees of the Board, in any of the four described categories, shall not participate in state or local textbook-adoption committees or materials committees evaluating for either purchase or recommendation for purchase that apparatus, book, product, or other instructional material on which the Board or the employee holds copyright, royalty, or patent rights.

### **Section 5. Tax Sheltered Investment Program**

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this Program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies, respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this Program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a start, restart, increase, decrease or the addition of a second company. The investment contract may be cancelled, via written request for cancellation, at any time with at least 30 days' advance notice.

### **Section 6. Health Maintenance Organization (HMO) Plan**

The Board agrees to offer eligible employees of the UTD bargaining unit a choice of indemnity insurance program or Health Maintenance Organization(s), pursuant to Public Law 93-222, inclusive of all revisions and amendments thereto.

### **Section 7. Personal Property Loss Fund**

The Board agrees to maintain a Personal Property Loss Fund at \$50,000. Guidelines for utilization of the fund shall be in compliance with necessary Board Rules governing such expenditure of funds. Loss or damage to personal property, exclusive of personal vehicle damage, during the working day, is to be covered.

## **Section 8. Deferred Retirement Option Program (DROP)**

The parties agree to establish an ad hoc committee to review Division of Retirement guidelines and make recommendations regarding the Deferred Retirement Option Program (DROP) for Miami-Dade County Public Schools employees.

## **Section 9. Florida Prepaid College Program**

- A. The Board shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.
- B. The Board shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- C. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this Agreement.

## **Section 10. U. S. Savings Bonds**

Employees may purchase, by payroll deductions, up to three bonds simultaneously, in the amounts of \$100, \$200, or \$500 denominations. Bonds are purchased and forwarded to the employee from the M-DCPS Deduction Control Office. Bonds will be purchased automatically until the employee requests cancellation by submitting a bond cancellation form to the M-DCPS Deduction Control Office.

Bonds are purchased solely by the employee.

## **APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS**

### **Section 1. General Provisions**

#### **A. Salary Schedules**

1. Salaries for certificated employees shall be adjudicated and paid in accordance with the salary schedules in this Contract and in such a manner that all such personnel receive for the school year the amount indicated in the applicable schedule for the degree held and their years of experience, as defined herein.
2. Salaries and salary supplements for certificated employees who work a contract year in excess of the regular 10-month contract period shall be adjudicated to reflect the longer contract year provided, however, that the additional responsibilities, special and/or additional training, or assigned duties which are beyond the normal scope of employment and which qualify the employee to receive a supplement, extend beyond the regular 10-month contract period. The salary supplements shall be paid in accordance with the salary schedules in this Contract in such a manner that all such personnel receive payment for the school year based on the amount indicated in the applicable salary and supplement schedules.
3. The AO 10-Month and 12-Month Salary Schedules are effective for those certificated employees working a 10-month or 12-month contract year who possess at least a Bachelor's degree but have not met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract (includes Equivalency Certificates for Vocational Education personnel).
4. The CO 10-Month and 12-Month Salary Schedules are effective for those certificated employees working a 10-month or 12-month contract year who possess a Master's, Specialist (or equivalent of 36 semester hours of graduate credit beyond the Master's), and/or Doctorate degree and have met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract (includes Equivalency Certificates for Vocational Education personnel).
5. Hourly Salary Schedules (AT/AU) are effective for those certificated employees working on an hourly basis for 25 or fewer hours per week.
6. Emergency Substitute Salary Schedule (AS) is effective for those certificated employees who provide day-to-day substitute coverage when regular full-time teachers or Paraprofessionals II and III, Associate Educator and Paraprofessionals I classified to work in behavioral, therapeutic and Pre-K categories and programs for the physically impaired are absent from their duties. Extra teaching period supplements are not

authorized for emergency substitutes nor is any additional payment authorized for work performed during the regular workday. An hourly substitute rate is to be paid only when an emergency substitute is required to work beyond the regular workday. Schools are authorized to use emergency substitute teachers if paraprofessional substitutes are not available for the categories of paraprofessionals listed above.

7. All salary schedules shall be effective September 1 or the first day of the 10-month work year, whichever comes first, each year. At that time, eligible employees shall advance a step on the applicable AO or CO Salary Schedule, except that wages will be frozen at the previous year's rate until an agreement on wages has been reached.
8. The Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
9. Compensatory time off and the rate(s) of pay for employees working in positions which do not require certificates and who weekly perform two or more M-DCPS jobs shall be governed by the FLSA and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

**B. Salary Schedule Payments/Paydates**

1. Salary payments shall be made bi-weekly.
2. The Board will provide 10-month contract teachers and other 10-month employees (except permanent substitutes) the option of receiving payment of salary over 10 months or over 12 months. A new/rehired employee may elect either option at the time of hire/rehire, but not later than November 1. Those who do not make an election or are hired/rehired after November 1 will be paid on a 10-month basis. The employee will continue to be paid on the basis selected until he/she elects to change. The election to change salary basis may be made only between May 15 and June 1 of each year.
3. The first payday for 10-month employees in September shall be no later than 15 days from the reporting day for teachers for that school year.
4. Paydates for 12-month employees begin in July and are made biweekly thereafter, during the fiscal year.
5. Payroll checks delivered for employees at any work location shall not be arbitrarily withheld for any reason.

6. Employees employed beyond the 10-month contract period shall be paid for each day worked at the annual salary that they received during the immediate preceding contract period. The daily rate shall be computed by dividing the annual salary by 196.
7. Activities Directors and/or Athletic Directors may be employed for a period not to exceed a total of 20 days during the summer session at the discretion of the principal to plan and coordinate activities and/or athletics in schools. Such employees shall be paid additional compensation at a daily rate based on the employee's annual salary divided by 196 for the period of time worked.
8. Employees eligible for step advancement are those who meet the salary experience credit criteria stipulated in Appendix E, Section 2(a).
9. Any employee who receives an unacceptable rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for step advancement retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfilled the terms of the prescription resulting from the unacceptable rating(s) and has been rated acceptable. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

The Union, upon the employee's request, may meet with the Assistant Superintendent for Professional Standards and Operations to review all pertinent documents and administrative actions relative to the unacceptable evaluation and prescription. The employee shall be informed in writing of this right.

10. Former employees who are rehired shall be adjudicated as new hires, or placed on the step for which they would have been eligible had they been on Board-approved leave, or placed on a step pursuant to the rehire table in Appendix E, Section 1(B)(9) of the 1985-88 M-DCPS/UTD Labor Contract, whichever of the three methods results in the highest step placement. Advancement in subsequent years shall be subject to the conditions set forth in Section 2(a) of this Appendix.
11. Certificated employees who work one-half time (five days per week at half-time or two and one-half days per week at full-time) or four-sevenths time shall be paid prorata in accordance with the applicable AO or CO Salary Schedules.
12. Salary Adjustments

- a. Salary Errors and Adjustments

If an error is discovered in an employee's salary adjudication, which is construed as an error chargeable to the employer, this error may

be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed 15 years.

If an error is discovered in an employee's salary adjudication, which is due to the negligence of that person in presenting evidence of prior experience, etc., the error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed five years.

Overpayment collections shall be made in the dollar amount and at the same rate as the overpayment was made provided, however, that any employee encountering a problem in effecting a repayment, due to any reasonable and legitimate cause, will be given full consideration for an adjustment in the rate and amount of repayment. Overpayments shall be corrected for the period of time not to exceed five years from the time the overpayment was discovered. All affected employees will be given written notice of said overpayment, as well as the amount, and shall be informed of the district's intent to regain such funds prior to any monies being withheld from the employee.

- b. Salary Adjustments for New Degrees - Upon completion of all applicable requirements, employees who attain new degrees shall have their salary payments adjusted as of the date of the quarter (January 1, April 1, July 1, or October 1) after completion of said requirements and shall then be paid in accordance with the applicable CO Salary Schedule then in effect.

## **Section 2. Criteria for Salary Experience Credit**

- A. For purposes of crediting experience for placement on salary steps under either the AO or CO Salary Schedules, a "year" is defined, in accordance with Florida Statutes, as follows:

1.	10-month employees	99 days
	10-month new hires	101 days
	11.5-month Vocational, Adult	118 days
	11.5-month Vocational, Adult, new hires	120 days
	12-month employees	116 days

- 2. Days include actual service, including sick leave and holidays, for which compensation was received in any fiscal year.

- B. Experience Credit for Step Placement on AO or CO Salary Schedules

- 1. Certificated employees, not covered by provisions in Florida Statutes, Section 1012.33(3)(g) when hired, shall be granted steps of salary experience credit according to the following schedule:

<u>STEP</u>	<u>SALARY EXPERIENCE CREDIT</u>
1	0
2	1-2
3	3-4
4	5-6
5	7-8
6	9-10
7	11-12
8	13-14
9	15-16
10	17+

2. Creditable experience for salary purposes is:

- a. Each full school year of service in the State of Florida in a district school system as a full-time teacher.

A paraprofessional or associate educator who is hired as a full-time teacher, including interim teachers (3100), shall be placed on the step that reflects half their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals step 4 on the salary schedule) up to Step 10. Employees as described herein shall be placed in accordance with the above.

- b. Each full year of contract teaching in an accredited college, community college, and/or university.
- c. Commencing with the 1973-74 school year, each two full years, or major fraction thereof, (i.e., 366 or more calendar days) of U. S. active military service after September 1, 1939, if the person had not served under full-time contract in the teaching profession prior to serving in the Armed Forces. a maximum of two years will be allowed. Salary adjustments as a result of these changes shall be made for the current and subsequent years only.
- d. Out-of-state teaching or in-state private school teaching service (with appropriate state certification) of 160 school days in any school year (during the time pupils are in attendance).
- e. Each 12 months of work in a trade or business which contributes directly to the effectiveness of one's teaching, if employed as a vocational teacher, in an area in which a degree is not required for initial full-time certification, the submission of verified occupational experience appropriate to the field for which certification is requested shall be allowed as credit for placement on the

appropriate salary schedule, as prescribed in Section 1 (a)(1) of this Appendix.

- f. Each 12 months of social work experience, if employed as a school social worker with required certification (effective 2000-2001 school year).
- g. Each 12 months of service as a psychologist shall be allowed for certificated school psychologists, if employed as a school psychologist.
- h. Each 12 months of service as a counselor shall be allowed for certificated counselors, if employed as a school counselor.
- i. Each 12 months of Physical and/or Occupational Therapist, audiologist, speech language pathologist (SLP) or clinical art therapist experience shall be credited for certificated Physical and/or Occupational Therapists, audiologists, SLPs or art therapists, respectively, if employed in that capacity.
- j. Each 12 months of service as a media specialist. Said 12 months of service shall include, but not be limited to, corporate/foundation librarian, public librarian (city, county, state and federal) and college and/or university librarian.
- k. Each 12 months of service as an instructional nurse shall be allowed for registered nurses, if employed as an instructional nurse (effective 2003-2004 school year).
- l. Each 687 hours or more of part-time teaching for M-DCPS on the AT or AU salary schedule during any one fiscal year, if and when employed on a full-time basis, excluding emergency substitute service.  
  
Each 687 hours or more of part-time teaching in an accredited college, or community college, and/or university during any one fiscal year.
- m. All employees who have a change in status from AO/CO Salary Schedules to AT/AU Salary Schedules and subsequently return to the AO/CO Salary Schedule shall have their experience while on the AT/AU Salary Schedule credited according to Appendix E, Section 2(B)(2)(l).
- n. If a year of teaching is shortened by active U.S. military service, that year of experience shall be credited, provided that this time is not also counted as military service credit.

- o. Each 12 months of military experience shall be allowed for certificated instructors, if employed as a JROTC Instructor.
- p. Teachers from non-public schools hired in any of the M-DCPS designated critical staff shortage areas may bring in all years of experience or begin at Step 2, whichever is greater, for salary purposes. New teachers hired, without experience, in critical shortage areas will begin at Step 2 for salary purposes.

C. Recognition of Equivalency Certification

In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agricultural, Distributive, Technical, Industrial, Vocational Home Economics, Health Occupations, and Occupational/Placement Specialists as follows:

<u>Work Experience and Certification</u>	<u>Equivalency</u>	
Held State Temporary Certification (Pursuant to Plans 1, 3, 4, 5, 6, or 7 of Florida Administrative Code Rule 6A-4.42) When Initially Hired by M-DCPS	Bachelor's Degree	(AO Salary Schedule)
Subsequently Attained State Advanced Vocational Certification	Master's Degree	(CO Salary Schedule)
Subsequently Completed 36 Undergraduate, Graduate, or Combination of Undergraduate/Graduate Credits in Vocational Teaching Field	Specialist Degree	(CO Salary Schedule)
Subsequently Attained Regular State Certificate, Highest Level of Training: Master's degree - Vocational	Doctorate Degree	(CO Salary Schedule)

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this Provision.

**AO/CO SALARY SCHEDULE\***  
**(Effective August 21, 2003)**

Step	10-Month Bachelor's	12-Month Bachelor's
1	33,275	39,930
2	33,500	40,200
3	33,650	40,380
4	33,950	40,740
5	34,100	40,920
6	34,300	41,160
7	34,600	41,520
8	35,050	42,060
9	35,700	42,840
10	36,800	44,160
11	37,600	45,120
12	38,500	46,200
13	41,150	49,380
14	44,350	53,220
15	46,750	56,100
16	48,750	58,500
17	50,050	60,060
18	51,850	62,220
19	52,850	63,420
20	54,350	65,220
21	56,350	67,620
22	59,525	71,430

Eligible instructional employees compensated on the AO/CO Salary Schedules who were in an active pay status and received less than \$500 annual increase during the 2003-2004 fiscal year will be eligible for a one-time service retention incentive. This service retention shall be equal to the difference between the employee's 2003-2004 annual increase and \$500. The retention incentive shall be paid by the end of October, 2004, to all eligible instructional personnel who return to active pay status by August 27, 2004 for the 2004-2005 fiscal year. The service retention incentive shall be paid for services rendered from August 27, 2004, to October 7, 2004.

The top step of this schedule has been increased by \$900/\$1080 over the prior schedule. All employees employed prior to February 1, 2003 shall be entitled to one step advancement effective August 21, 2003.

\*Pursuant to F.S. 1012.22(1)(c)(4), instructional personnel who demonstrate outstanding performance, as measured under s. 1012.34, shall earn a 5-percent supplement in addition to their individual salary, which shall be implemented pursuant to the existing Memorandum of Understanding between the parties.

**AO/CO SALARY SCHEDULE**  
**(Effective January 2, 2004)**

<b>Step</b>	<b>10-Month Bachelor's</b>	<b>12-Month's Bachelor's</b>
1	33,275	39,930
2	33,500	40,200
3	33,650	40,380
4	33,950	40,740
5	34,100	40,920
6	34,300	41,160
7	34,600	41,520
8	35,050	42,060
9	35,700	42,840
10	36,800	44,160
11	37,600	45,120
12	38,500	46,200
13	41,150	49,380
14	44,350	53,220
15	46,750	56,100
16	48,750	58,500
17	50,050	60,060
18	51,850	62,220
19	52,850	63,420
20	54,350	65,220
21	56,350	67,620
22	60,425	72,510

Eligible instructional employees compensated on the AO/CO Salary Schedules who were in an active pay status and received less than \$500 annual increase during the 2003-2004 fiscal year will be eligible for a one-time service retention incentive. This service retention shall be equal to the difference between the employee's 2003-2004 annual increase and \$500. The retention incentive shall be paid by the end of October, 2004, to all eligible instructional personnel who return to active pay status by August 27, 2004 for the 2004-2005 fiscal year. The service retention incentive shall be paid for services rendered from August 27, 2004, to October 7, 2004.

The top step of this schedule has been increased by \$900/\$1080 over the prior schedule. All employees employed prior to February 1, 2003 shall be entitled to one step advancement effective January 2, 2004.

\*Pursuant to F.S. 1012.22(1)(c)(4), instructional personnel who demonstrate outstanding performance, as measured under s. 1012.34, shall earn a 5-percent supplement in addition to their individual salary, which shall be implemented pursuant to the existing Memorandum of Understanding between the parties.

**SALARY SCHEDULE (CO)  
CREDENTIAL PAYMENTS  
(Added to steps on AO Salary Schedule)**

Master's Level	\$3,000
Specialist Level	5,000
Doctorate Level	7,000

**Section 4. Part-Time Hourly Salary Schedule - (AU) and (AT)**

- A. Certificated employees who work part-time on an hourly basis in the regular K-12 instructional program (with the exception of compensatory education programs) and/or the Saturday School Program shall be paid for scheduled classes and assigned duties in accordance with the following schedule:

**SALARY SCHEDULE (AU)**

<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
31.11	33.37	34.88	36.38

- B. Certificated employees who work part-time on an hourly basis in other than regular K-12 programs (e.g., adult/vocational education) shall be paid for all scheduled classes and assigned duties in accordance with the following schedule:

**SALARY SCHEDULE (AT)**

<u>Number of Part-Time Hours Taught</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
0-500	21.86	24.35	25.85	27.58
501-1000	23.00	25.48	26.96	28.72
1001-Up	24.18	26.63	28.17	29.84

Salary advancement shall be effective the beginning of the pay period following completion of the requirements (hours taught and/or academic achievement).

- C. In the event that designated part-time instructor positions in the adult program and/or in the adult vocational program cannot be filled with qualified staff, M-DCPS is authorized during the term of this Contract to convene an ad hoc committee. Where agreed to by the committee, salary rates for designated part-time adult positions may be paid at the AU Schedule to attract qualified personnel.

- D. Full-time M-DCPS School Psychologists who also work part-time in the same capacity and part-time School Psychologists shall be paid in accordance with the AU Schedule.
- E. In the event that a Physical/Occupational Therapist is required or assigned beyond the regular workday for service to homebound students, the therapy session rate shall be \$20 per 30-minute session. Payment for such sessions shall be in addition to regular salary but in lieu of any overtime or hourly rate for the service.

## **Section 5. Supplements for Extra Teaching Periods**

Teachers who teach an extra period shall be paid additional compensation equal to their daily rate on a prorata basis of one-eighth of the annual salary, excluding supplements.

The following requirements must be met for an extra teaching period supplement to be authorized:

1. Secondary instructional staff members who teach an extra teaching period during the regular workday shall not be required to work beyond 7 hours and 20 minutes. In order to provide students with greater course options, secondary instructional staff members who elect to teach an extra period beyond the regular workday shall receive a duty-free planning period.
2. Extra teaching period supplements for district-funded enhancement programs shall be authorized only for instructional purposes (i.e., courses which generate credit, as determined by the State Course Code Directory).
3. To become eligible to receive an extra teaching period supplement, secondary teachers must be currently teaching five instructional periods and elect to teach a sixth instructional period. Exceptions may be granted only by the respective Associate/ACCESS Center Assistant Superintendent and the appropriate Chief Officer.
4. Elementary teachers who teach an extra period in a secondary school shall be eligible for the supplement, subject to meeting the above requirements.

## **Section 6. Supplements for Extra Duties/Responsibilities**

- A. All supplements are assigned and approved annually by the respective principal and/or supervisor and entitlement to such supplements must be determined for each school year or at such other time as may be specified by the Chief Personnel Officer for Human Resources.

- B. All supplements shall be paid for time spent beyond the normal workday, additional responsibilities, special and/or additional training, or assigned duties which are beyond the normal scope of employment, or for alternative schools/programs, as established.
- C. Payments for supplements shall be included as a part of the employee's base salary and payments shall be initiated during October of the school year or, if later, within 30 days of the appointment.
- D. Principals may select qualified employees to receive such supplements from a pool of interested applicants within the school who have been given written/posted notice that such positions are available.
- E. The maximum number of supplements any one employee may receive is three. Under extraordinary circumstances, waivers may be granted only by the respective ACCESS Center Assistant Superintendent and Deputy Superintendent for School Operations.
- F. The supplement schedule shall be categorized as follows: (1) senior high athletic supplements for performance of athletic duties; (2) regular supplements for duties and responsibilities other than athletic assignments; (3) coaching and intramural supplements for the Middle School Sports Program; (4) ESE coaching supplements; and (5) annual parking supplements.
- G. The principal shall post the list of personnel receiving supplements for extra duties/responsibilities.

All supplements for extra duties/responsibilities are effective at the beginning of the regular school year or upon assumption of the extra duties.

#### 1. Senior High Athletic Supplements

Employees new to these positions will begin at the first column and then progress through the schedule during subsequent consecutive years. Eligible employees presently serving in these positions will be placed on the applicable column based on their previous experience. Additionally, all coaches whose teams are participants in state post-season tournaments and/or playoffs shall be paid an additional prorata share of their current supplement.

ATHLETIC SUPPLEMENTS

Column 1 Column 2 Column 3 Column 4 Column 5 Column 6 Column 7

TEACHER TRAINER (1)

2,730    3,050    3,410    3,710    3,970    4,180    4,390

ASSISTANT ATHLETIC TRAINER (1)

1,360    1,520    1,710    1,870    2,000    2,100    2,210

ATHLETIC DIRECTOR (1)

3,040    3,390    3,800    4,140    4,430    4,650    4,890

ASSISTANT ATHLETIC DIRECTOR (1)

1,520    1,700    1,900    2,070    2,210    2,330    2,440

BUSINESS MANAGER (1)

2,230    2,500    2,790    3,050    3,260    3,430    3,600

HEAD COACH - FOOTBALL (FIRST SEMESTER) (1)

1,860    2,080    2,330    2,540    2,720    2,860    3,000

HEAD COACH - FOOTBALL (SECOND SEMESTER) (1)

990        1,110    1,240    1,360    1,460    1,530    1,610

HEAD COACH - FOOTBALL - JUNIOR VARSITY (FIRST SEMESTER) (1)

1,050    1,180    1,320    1,440    1,540    1,620    1,700

HEAD COACH - BADMINTON (1), GOLF (1), BOWLING (1), WATER POLO (1), TENNIS (1), CROSS COUNTRY (2)

1,030    1,150    1,280    1,390    1,490    1,570    1,650

HEAD COACH - BASEBALL (1), BASKETBALL (2), SOCCER (2), SOFTBALL (FAST PITCH) (1), SWIMMING (1), TRACK (2), VOLLEYBALL (2), WRESTLING (1)

1,770    1,990    2,220    2,420    2,590    2,720    2,860

ASSISTANT COACH - BASEBALL (1), BASKETBALL (2), FOOTBALL (FIRST SEMESTER) (5), SOCCER (2), SWIMMING (1), TRACK (2), VOLLEYBALL (2), WRESTLING (1), SOFTBALL (FAST PITCH) (1), DISCRETIONARY (8)

900        990        1,110    1,210    1,300    1,360    1,430

ASSISTANT COACH - FOOTBALL (SECOND SEMESTER) (5)

420      460      520      560      600      640      670

2. Regular Supplements

Eligible employees will begin at the first column and then progress through the schedule during subsequent consecutive years.

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Activities Director, Senior High/ Vocational Technical Centers	2,760	2,950	3,210	3,380
Agriculture Teacher (12-month)	310	340	360	380
Band Director, Middle School	1,610	1,730	1,880	1,980
Band Director, Senior High	2,990	3,200	3,490	3,660
Bilingual Vocational Instructional Program Teacher-Coordinator	6,000			
Cheerleader Sponsor, Senior High	1,560	1,670	1,820	1,910
Cheerleader Sponsor, Middle School	780	840	910	960
Clinical Supervising Teacher				
Curriculum Specialist, Title 1 Program	2,000			
Debate, Senior High	2,080	2,230	2,430	2,550
Department/Subject Area/Grade-Level Chairperson, Elementary (a)	940	1,000	1,090	1,150
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (b)	1,720	1,840	2,000	2,100
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (c)	1,270	1,360	1,490	1,560
Director - Social Services	1,200	1,280	1,400	1,470
District Student Newspaper	1,660	1,780	1,950	2,040
Dramatics, Middle School	940	1,000	1,090	1,150
Dramatics, Senior High	1,250	1,340	1,460	1,530
Education Television Program Teacher-Coordinator (WLRN)	6,000			
Elementary School Activities Sponsor	520	560	610	640
Elementary Academic Activities Sponsor (maximum one per school) (d)	520	560	610	640
Elementary Teacher Assigned To Monitor Associate Educator	930			
Future Educators of America Chapters, Senior High	1,040	1,110	1,220	1,280
Future Educators of America Chapters, Middle School	830	900	970	1,020
Future Educators of America Chapters, Elem. Head Librarian	620	670	730	770
This position to be provided in the professional library (Teacher Education Center) Vocational Technical Centers and senior high school where adult high school principals are employed	620	670	730	770

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Interdisciplinary Team Leader (Middle Schools)	1,720	1,840	2,000	2,100
Inter-Group Relations Specialist Intramural, Elementary	1,090	1,170	1,270	1,340
J.V. Cheerleader Sponsor, Senior High	1,460	1,560	1,700	1,790
Lead Teacher - Corporate Academy (g)	780	840	910	960
Lead Teacher - Magnet Schools/Program	2,000			
Lead Teacher - Satellite Learning Center (g)				
Middle School Club Sponsor (maximum of five per school)	520	560	610	640
Middle School Academic Activities Sponsor (maximum two per school) (d)	520	560	610	640
Music:				
Middle School	1,140	1,230	1,340	1,400
Senior High	1,250	1,340	1,460	1,530
Newspaper (Sponsor Must Carry Full Teaching Load)				
Middle School	1,350	1,450	1,580	1,660
Senior High	1,660	1,780	1,950	2,040
Occupational Training Center Team Leader (Four)	1,270	1,360	1,490	1,560
Paraprofessionals/School Support Personnel Who Work Exclusively with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped, *Physically Impaired and/or Emotionally Handicapped (EH)	1,090	1,170	1,270	1,340
Performing Groups, Senior High (i.e., Majorettes, Drill Corps, Flag Corps: maximum of four per school)	780	840	910	960
Physical/Occupational Therapist	4,000			
Planetarium Director	1,720	1,840	2,000	2,100
Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program	1,530	1,640	1,790	1,880
ACCESS Department Head for Gifted Programs (Six)	1,270	1,360	1,490	1,560
ACCESS Centers Department Head for Speech and Language Programs (Six)	1,270	1,360	1,490	1,560
ACCESS Centers Department Head for School Psychology (Six)	1,270	1,360	1,490	1,560
ACCESS Centers Department Head School Social Worker (Six)	1,270	1,360	1,490	1,560
Residual Rights for T.V. Teachers	1,220	1,310	1,430	1,500
Role Models Program (Secondary Schools)	400			
JROTC Instructor	600			
Safety Patrol Sponsor, Elementary	620	670	730	770
Secondary Program Specialist for Exceptional Student Programs (Eight)	1,720	1,840	2,000	2,100

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Senior High Club Sponsor	520	560	610	640
Social Worker (Three)	780	840	910	960
Student Council, National Junior Honor Society, Middle School	830	900	970	1,020
Student Council, Service Club Sponsor, Class Sponsor, National Honor Society, Senior High	1,040	1,110	1,220	1,280
Teacher as Advisor Leader (Designated Middle Schools)	1,560	1,670	1,770	1,860
Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Dual Sensory, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped Working Exclusively in these Programs	1,530	1,640	1,790	1,880
Teacher or Counselor Working Exclusively in Programs with the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), *Physically Impaired, and/or Trainable Mentally Handicapped	1,530	1,640	1,790	1,880
Teacher-Director of TEC (f)				
Teacher-Director of ATACCE (f)				
Television Production Teachers (Middle, Senior High) (One per School)	1,000			
Test Chairperson (Secondary Level and Vocational/Technical) (g)*				
Training and Treatment Center Teacher	1,140	1,230	1,340	1,400
Vocational Student Organizational Teacher District/ACCESS Centers at Advisors	1,530	1,640	1,790	1,880
Yearbook:				
Middle School	1,140	1,230	1,340	1,400
Senior High	1,660	1,780	1,950	2,040

- (a) One department/subject area/grade level chairperson shall be provided for each 10 teacher units allocated per school (including art, music, physical education, bilingual education, and exceptional student education units). Every elementary school shall have a minimum of three department chairpersons.
- (b) a minimum of 29 classes is required to have a department head.
- (c) a minimum of 15 classes is required to have a department head.
- (d) Responsible for honors clubs in mathematics, English, social studies, brain-bowl competition, and debate.
- (e) Dual extra teaching period supplements.
- (f) Extra teaching period supplement.

3. Middle School Sports Program

Coaching and intramural supplements for employees working in the Middle School Sports Program shall be paid to such individuals, except that a maximum of four coaching supplements will be paid to an individual. At the discretion of the principal, the combination of coaching and intramural supplements is established as follows:

- a. Twelve intramural supplements shall be allocated to each middle school, if needed. Each supplement shall be for a six-week period of time.
- b. All sports with coaches receiving supplements shall be a minimum of six weeks in duration, with the exception of bowling, which is a minimum of three weeks. a coach shall not receive more than one supplement per sport and a coach shall not coach more than three teams in the same sport.
- c. Middle schools shall have no more than 16.5 coaching supplements allocated as follows:

- (1) Sports entitled to two supplements per school, male and female teams (one each):

Basketball	Track and Field	Softball
Soccer	Volleyball	Cross Country

- (2) Sports entitled to one supplement per school:

Coed Tennis	Swimming	Wrestling
Golf	Bowling	

- d. Unassigned coaching supplements may be converted, at the discretion of the principal, to intramural supplements. One coaching supplement will convert to two intramural supplements. a school may not exceed a total of 20 intramural supplements.

- e. The supplement amounts are as follow:

Intramural	\$380
Sport	670
Bowling	330

#### 4. ESE Coaching Supplement

Up to five coaching supplements of \$510 each may be allocated to school sites having the following exceptional student groups: mentally handicapped, physically handicapped, visually handicapped, and/or hearing-impaired.

Principals may select qualified personnel to receive these supplements from a pool of interested applicants within the school who have been given notice that such positions are available; however, no person may draw more than three such supplements.

#### 5. Annual Parking Supplement

At any work site where the Board is unable to provide on-site parking, employees assigned to such sites who drive to work and must utilize parking provided by the Off-Site Parking Authority, upon certifying to the work site administrator that they are driving to work and parking their vehicles in said spaces, shall be provided an annual supplement of \$300 which shall be incorporated in the employee's daily rate of pay until such time as the Board provides other parking space or facilities.

### **Section 7. Alternative Supplement Model**

A. As part of the District's efforts to professionalize education and encourage consensus management at the school sites, the parties agree that schools may develop an annual supplement plan subject to approval by the principal and two-thirds vote of the teaching staff. Such plan may include and/or modify supplemented activities and amounts provided for in the labor contract, exclusive of those supplements listed below, and exclusive of extra teaching period supplements. Funding for individual school plans would be allocated to schools on the basis of their FTE-generated supplement allocation/entitlement and available 02 discretionary funds the school wishes to include.

- All Athletic Supplements
- Specified Regular Supplements
  - Academic Activities Sponsor, Middle School (maximum of two per school)
  - Academic Activities Sponsor, Elementary School (maximum of one per school)
  - Activities Director, Senior High
  - Band Director, Senior High/Middle School
  - Cheerleader Sponsor, Senior High
  - Debate, Senior High
  - Dramatics, Senior High

Music, Senior High  
Newspaper, Senior High  
Yearbook, Senior High

- Interscholastic Supplements for Middle School Sports Program
- Intramural Elementary/Middle School Supplements
- District-Initiated Supplements

Adjunct Teacher (DATA)

Bilingual Vocational Instructional Program Teacher-Coordinator

Curriculum Specialist - Chapter 1 Program

Educational Television Program Teacher-Coordinator

ESE Coaching Supplements

Future Educators of America Sponsors

Inter-group Relations Specialists

Lead Teacher - Magnet Schools/Program (all levels)

Lead Teacher - Satellite Learning Center/Corporate Academy

Occupational Training Center Team Leader

Paraprofessionals/School Support Personnel Who Work Exclusively with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped) and/or Emotionally Handicapped (EH)

Planetarium Director

Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program

Resident Teacher (DATA)

Residual Rights for T.V. Teachers

Secondary Program Specialist for Exceptional Student Program

Teacher-Director of TEC

Teacher-Director of DATA

Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly

Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped) Working Exclusively in these Programs

Professional Opportunities Program (as designated)

- B. A percentage (up to 15 percent) of a school's total supplement allocation and/or entitlement (not to include extra teaching period supplements) may be utilized exclusively at the discretion of the principal to establish supplemented activities he/she deems necessary to meet the school's unique operational and programmatic needs. Supplements established in this regard shall be made part of the school's annual plan. Additionally, such supplements shall not exceed the value of an extra teaching period supplement for the employee in question.
- C. Individual school sites implementing the alternative supplement model shall have their individual plans submitted annually (no later than March of each year) to the Planning/Oversight Committee for review and recommendation to

the Superintendent and UTD President or Designee and approval by the Board.

- D. Provisions listed in Appendix E, Section 7(B) and (C) are applicable to school sites selecting the alternative supplement model.

## **Section 8. Guidelines for Implementation of the Athletic Program**

- A. The varsity athletic program at each senior high school shall be administered and implemented in accordance with the following:

1. Combination coaching assignments may be made by the principal, subject to the approval of the District Director for School Athletics and Activities. Such combinations will be approved only when the principal assures that both assignments can be carried out by that person.
2. Teachers receiving supplements for assignments which do not involve after-school responsibility may also receive coaching supplements.
3. Assignments for teachers involving athletic duties which qualify the teacher for a salary supplement shall be made annually by the principal.

In case of coaching assignments at the senior high level, any teacher who accepts such an assignment and who subsequently wishes to be relieved of such assignment can expect to be reassigned to another school if his/her principal cannot locate another person on his/her staff who can perform the coaching assignment.

In the case of assistant coaching assignments at the senior high level, any teacher who provides the principal with one year's notice of intent to be relieved of the assistant coaching duties will not be automatically transferred for this reason. These personnel are still subject to other provisions of this Contract (such as, involuntary transfer, reduction-in-force, or surplus provisions).

At the discretion of the Superintendent or designee, a review, prior to a transfer, may be conducted for those individuals who have coached at one location for a minimum of 10 years.

4. Coaches may not receive any additional coaching remuneration from revenues of athletic contests or other school activities, except when employed as referee, umpire, or an official by agencies other than the school site in which they are employed. Any supplement in salary accepted from such sources, gratuities, or gifts of magnitude that could be considered additional salary is justifiable grounds for dismissal by

the Board. This provision is not intended to preclude the incidental employment of a coach, other than an athletic director or business manager, in game-management activities, such as timers and/or ticket takers, provided that the service he/she renders is not in the area of activities for which he/she receives a supplement. Athletic directors or business managers may be paid as tournament managers, as stipulated by the Florida High School Activities Association.

5. The positions of coach, athletic director, business manager, and athletic trainer are separate positions. Employees shall not be authorized to hold any more than one of these positions during the same school year.
6. Athletic personnel are to be assigned a teaching load by the principal of the school as follows:
  - a. The head football coach may be released from teaching duties two periods daily during the first semester.
  - b. The athletic director, business manager, and teacher/trainers will be released from teaching duties two periods daily.
7. The head football, volleyball, cross-country, golf, and swimming coaches, the athletic director, the teacher/trainers, full-time athletic trainers, the business manager, and five assistant football coaches shall be employed beginning on or about August 15 and shall be paid additional compensation at a daily rate based on the employee's annual salary divided by 196 for the period of time worked prior to the beginning of their regular 10-month contract year (but for no more than five days) in order that these activities may be accomplished effectively.
8. Teacher/Trainers and Full-Time Athletic Trainers
  - a. Full-time Athletic Trainers, with the recommendation of the Athletic Director and approval of the school-site principal, will adjust their workday schedule, but not overall daily working hours, to meet the needs of the athletic program.
  - b. Current Teacher/Trainers will be allowed to continue as Teacher/Trainers in accordance with Section 7(A) and (B) of this Appendix.
  - c. Teacher/Trainers will be permitted to continue in their current position in accordance with this Agreement, pursuant to Florida Statutes, Chapters 232.435(3) and 119.335(3).

- d. Effective 2003-2004, Athletic Trainers shall be compensated on the AO Salary Schedule as provided for in Appendix E, Section 3.
  - e. Eligible Teacher/Trainers may apply for full-time Athletic Trainer positions as such positions become vacant, and nothing contained herein shall limit their availability for consideration for such positions.
  - f. Eligible full-time Athletic Trainers shall be accorded priority consideration for teaching positions, subject to applicable teacher certification requirements.
  - g. Current non-nationally-certified Teacher/Trainers shall be eligible for tuition reimbursement for coursework taken to obtain national certification. Such reimbursement shall be consistent with Article XXVI, Section 6.
  - h. All eligible schools shall be afforded the option of choosing either the Teacher/Trainer or Athletic Trainer (full-time model) should such an allocation be authorized for said schools.
  - i. Teacher/Trainers and Assistant Athletic Trainers may, with approval of the school-site principal, modify their workday schedule (i.e., beginning times adjusted, but not overall working hours). Such modification will not interfere with the overall number of classes to be taught, nor will it preclude the eligibility for receipt of the Teacher/Trainers' and Assistant Athletic Trainers' supplement. Full-time Athletic Trainers are not eligible for this supplement.
9. All athletic personnel who use their private vehicles for in-county and out-of-county trips in the line of duty shall be reimbursed for mileage in accordance with Florida Statutes.
10. This supplement schedule and provisions of Appendix E are in compliance with Title IX Regulations. If it is necessary for one person to coach both boys and girls, when the allocation table calls for separate coaches and the seasons run concurrently, the coach shall be paid the regular supplement for the one assignment. Such assignments shall be requested by the principal and approved by the District Director for School Athletics and Activities.

B. Fair Labor Standards Act (FLSA) Provisions

1. Individuals who are under separate contract with M-DCPS as part-time assistant coaches shall not exceed the number of allowable hours for the contracted amount, as determined by the FLSA.

Contracted Amount*	Allowable Hours*
\$900	174
\$420**	81

\*Allowable hours of coaching will increase as contracted amount increases per coaching index. The contracted amount may be adjusted, pursuant to the requirements of the FLSA.

\*\*Football - Second Semester only

2. Except where agreed to by the Board and the Union, full-time and/or part-time non-instructional employees may not serve as coaches. Additionally, said non-instructional employees are not eligible for regular supplements specified in this Appendix, except upon agreement of the parties.

C. Part-Time Assistant Coach Position

1. The duties of the part-time assistant coach shall be the same as those of the supplemented assistant coach.
2. Compensation shall be a lump-sum payment and will be paid at the conclusion of the sport season.
3. The part-time assistant coach is subject to the same contractual benefits and limitations of other part-time employees in the UTD unit.
4. Travel reimbursement will be available to part-time assistant coaches under the same terms and conditions as it is available to supplemented assistant coaches.

**Section 9. Miscellaneous Provisions**

- A. Temporary -- An employee who is employed for a specific, relatively short period of time.
- B. Part-Time -- An employee who normally works, as required, and is paid at an hourly or salary rate for time actually worked.

- C. Pool Substitute -- a substitute guaranteed a minimum of 180 days of employment during the school year who agrees to perform daily emergency substitute work on a schedule established by the ACCESS Center Assistant Superintendent or designee.
- D. Career Development -- To encourage M-DCPS secretarial/clerical personnel to enter the teaching profession, the Board and Union agree that M-DCPS secretarial/clerical personnel who become certified to teach and are hired for full-time teaching positions shall be placed on the teachers' salary schedule at the first step which would provide them a salary increase.
- E. Receipts from Non-School Agencies -- Directors, Assistant Directors, and/or sponsors for student performing groups may receive fees/honorariums for services with such groups during the Orange Bowl, Junior Orange Bowl Week Festivities, and for other performances which occur on days when schools are not in session, provided that these fees/honorariums are paid from monies received from non-school agencies.

#### **Section 10. Incentive/Stipend Payments**

Payments for incentives/stipends identified in Article XXVI shall be made no later than September 1, unless otherwise agreed to by the parties.

#### **Section 11. Appendix E Implementation**

- A. The parties shall have the right to meet regarding any individual(s) salary adjudication issue(s) related to this Appendix.
- B. Further, additional procedures and/or guidelines needed to implement Appendix E shall be jointly developed and implemented by mutual agreement of the parties.

## APPENDIX F -- DESCRIPTION OF EMPLOYEES IN UTD BARGAINING UNIT

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### INSTRUCTIONAL JOB TITLES\*

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Accelerated Facilitator  
Art  
Athletic Director  
Audiologist  
Basic ESOL K-12  
Bilingual Curriculum  
Business Education General  
Business Manager  
Career Laboratory Teacher  
Career Specialist  
Child Care Specialist  
Compensatory Education Hourly Teacher  
Computer Education Middle School  
Computer Education Senior High  
Computer Science K-12  
Counselor Vocational/Adult  
Curriculum Support Specialist  
Curriculum Specialist Mathematics  
Curriculum Specialist Reading  
Department Head Fine Arts Middle School  
Department Head Language Arts Middle School  
Department Head Language Arts Senior High  
Department Head Mathematics Middle School  
Department Head Mathematics Senior High  
Department Head Physical Education  
Department Head Physical Education - Driver Education Safety  
Department Head Science Middle School  
Department Head Science Senior High  
Department Head Social Studies Middle School  
Department Head Social Studies Senior High  
Department Head Various Middle School  
Department Head Various Senior High  
Driver Education  
Dropout Program Facilitator  
Earth-Space Science  
Educational Specialist  
Elementary Counselor  
Elementary Resource Specialist  
English Second Language

ESE - Adaptive Physical Education  
ESE - Art Therapy  
ESE - Autistic  
ESE - Behavior Management  
ESE - Educable Mentally Handicapped  
ESE - Emotionally Handicapped  
ESE - Hearing Impaired  
ESE - Hospital/Homebound  
ESE - Physically Impaired  
ESE - Placement Specialist  
ESE - Preschool  
ESE - Profoundly Mentally Handicapped  
ESE - Program Specialist  
ESE - Severely Emotionally Disturbed  
ESE - Special Learning Disability  
ESE - Speech Language Pathologist (SLP)  
ESE - Trainable Mentally Handicapped  
ESE - Varying Exceptionalities  
ESE - Visually Impaired  
ESOL Endorsement/any ESE Coverage  
ESOL Endorsement/Elementary (1-6)  
ESOL Endorsement/English (6, 7-12)  
ESOL Endorsement/Middle Grade English  
ESOL Endorsement/Primary (K-3)  
Fifth Grade  
Financial Aid Officer  
Fine Arts Art Middle School  
Fine Arts Art Senior High  
Fine Arts Dance Middle School  
Fine Arts Dance Senior High  
Fine Arts Drama Middle School  
Fine Arts Drama Senior High  
Fine Arts Instrumental Middle School  
Fine Arts Instrumental Senior High  
Fine Arts Music Middle School  
Fine Arts Vocal Middle School  
Fine Arts Vocal Senior High  
First Grade  
Foreign Language Middle School  
Foreign Language Senior High  
Fourth Grade  
French K-12  
Gifted - Exceptional Student  
Half-Time Teacher  
Health and Safety Instructor  
Home Language Assistance

Hourly ADT Substitute - Degreed  
Hourly Teacher  
Hourly Temporary Instructor  
Hourly ADT Substitute - Assoc Degree  
Hourly Temporary Instructor - Assoc Degree  
Industrial Arts General  
Information Technology Liaison  
Instructional Resource Specialist  
Integrated Curriculum Management  
Interim Teacher  
International Student Placement Advisor  
Job Sharing Teacher  
JROTC Instructor  
K-12 Part-Time Hourly-Certified  
K-3  
Kindergarten Teacher  
Language Arts English Middle School  
Language Arts English Senior High  
Language Arts Journalism Publication  
Language Arts Reading Middle School  
Language Arts Reading Senior High  
Language Arts Speech Drama Debate  
Language Arts Speech Dramatization  
Lead Teacher - Magnet Program  
Lead Teacher - SBM/SDM School  
Lead Teacher - Saturn School  
Marketing  
Mathematics Middle School  
Mathematics Senior High  
Media Specialist Adult Vocational  
Media Specialist Elementary  
Media Specialist Middle School  
Media Specialist Senior High  
Media Specialist Vocational Technical  
Middle Grade - English  
Middle Grade - Mathematics  
Middle Grade - Science  
Middle Grade - Social Studies  
Music  
O.T.C. Team Leader  
Occupational Therapist  
Permanent Substitute - Encumbered  
Permanent Substitute - Unencumbered  
Permanent Substitute Psychologist  
Physical Education  
Physical Education Middle School

Physical Education Senior High  
Physical Occupational Therapist  
Physical Therapist  
Placement Specialist  
Political Science  
Pool Temporary Instructor  
Pre-K  
Psychologist  
Psychologist - Half-Time  
Psychologist - Hourly  
Reading Leader  
Regular Teacher/3100  
Saturday School  
School Social Worker  
Science Biology Middle School  
Science Biology Senior High  
Science Chemistry Senior High  
Science General Middle School  
Science General Senior High  
Science Physics Senior High  
Second Grade  
Secondary Counselor  
Secondary Counselor Part-Time  
Secondary Program Specialist  
Sign Language Teacher  
Sixth Grade  
Social Studies Middle School  
Social Studies Senior High  
Spanish K-12  
Special Spanish Teacher  
Student Activities Director  
Substitute Compensatory Education Hourly Teacher  
Teacher-Center for Special Instruction  
Teacher Facilitator  
Teacher/Counselor  
Teacher/Curriculum Development  
Teacher/Testing  
Teacher/Trainer  
Temporary Instructor - Assoc Degree  
Temporary Instructor - Degreed  
Third Grade  
Trust Specialist  
Tutor Non-Degreed  
Vocational Adult Teacher Adult Basic Education Adult Hi School F-T Certified  
Vocational Adult Teacher Adult Basic Education Adult Hi School Non-Certified  
Vocational Adult Teacher Adult Basic Education Adult Hi School P-T

Vocational Adult Teacher Adult Basic Education Adult Hi School P-T/F-T  
Vocational Adult Teacher Agriculture Full-Time Certified  
Vocational Adult Teacher Agriculture Part-Time Certified  
Vocational Adult Teacher Agriculture Part-Time/Full-Time Certified  
Vocational Adult Teacher Agriculture Part-Time Non-Certified  
Vocational Adult Teacher Community Instructional Service P-T Certified  
Vocational Adult Teacher Community Instructional Service P-T/F-T Certified  
Vocational Adult Teacher Community Instructional Service P-T Non-Certified  
Vocational Adult Teacher Distributive Full-Time  
Vocational Adult Teacher Distributive Part-Time  
Vocational Adult Teacher Distributive Part-Time Certified  
Vocational Adult Teacher Distributive Part-Time Non-Certified  
Vocational Adult Teacher Diversified Part-Time  
Vocational Adult Teacher Diversified Part-Time Certified  
Vocational Adult Teacher Diversified Part-Time/Full-Time Certified  
Vocational Adult Teacher Diversified Part-Time Non-Certified  
Vocational Adult Teacher Health Occupational Full-Time  
Vocational Adult Teacher Health Occupational Non-Certified P-T  
Vocational Adult Teacher Health Occupational Part-Time  
Vocational Adult Teacher Health Occupational Part-Time/Full-Time  
Vocational Adult Teacher Home Economics Full-Time Certified  
Vocational Adult Teacher Home Economics Part-Time/Full-Time Cert.  
Vocational Adult Teacher Home Economics Part-Time Certified  
Vocational Adult Teacher Home Economics Part-Time Non-Certified  
Vocational Adult Teacher Lifelong Non-Certified  
Vocational Adult Teacher Office Occupational Full-Time Certified  
Vocational Adult Teacher Office Occupational Part-Time  
Vocational Adult Teacher Office Occupational Part-Time Non-Certified  
Vocational Adult Teacher Office Occupational Part-Time/Full-Time  
Vocational Adult Teacher Public Service Part-Time/Full-Time  
Vocational Adult Teacher Public Service Part-Time  
Vocational Adult Teacher Public Service Part-Time Non-Certified  
Vocational Adult Teacher Trade & Industry Full-Time Certified  
Vocational Adult Teacher Trade & Industry Part-Time  
Vocational Adult Teacher Trade & Industry Part-Time Certified  
Vocational Adult Teacher Trade & Industry Part-Time/Full-Time Certified  
Vocational Adult Teacher Trade & Industry Part-Time Non-Certified  
Vocational Adult Teacher Tuition Part-Time  
Vocational Adult Teacher Tuition Part-Time/Full-Time  
Vocational Agriculture Middle School  
Vocational Agriculture Senior High  
Vocational Business Middle School  
Vocational Business Senior High  
Vocational CDE-OJT Senior High  
Vocational DCT Adult  
Vocational DCT Senior High

Vocational Distributive Education Adult  
Vocational Distributive Education Middle School  
Vocational Distributive Education Senior High  
Vocational Health Adult  
Vocational Health Middle School  
Vocational Health Senior High  
Vocational Home Economics Middle School  
Vocational Home Economics Senior High  
Vocational Industrial Arts Middle School  
Vocational Industrial Arts Senior High  
Vocational Industrial Education Senior High  
Vocational Public Service Senior High  
Vocational Temporary Instructor  
Vocational Work Experience Middle School  
Vocational Work Experience Senior High  
Vocational/Adult Counselor Part-Time  
Vocational/Adult Temporary Instructor  
World Languages - French  
World Languages - German  
World Languages - Italian  
World Languages - Japanese  
World Languages - Spanish

\*Substitute, temporary instructor, and tutor positions listed above are ineligible for credential payment; part-time personnel on the AT/AU salary schedules listed above may be eligible for advanced degree pay.

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## OFFICE EMPLOYEES JOB TITLES

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Accounting Clerk II  
Accounting Clerk III  
Accounting Clerk I  
Accounting Specialist  
Advertising/Underwriting Assistant  
Attendance Services Specialist  
Bank Reconciliation Specialist  
Bindery Equipment Operator  
Bookstore Clerk  
Boundary Clerk  
Building Operations Aide  
Business Management Assistant  
Buyer Assistant I  
Buyer Assistant II  
Cashier - SBAB Dining Facility  
Cashier  
Certification Specialist  
Chief Finance Clerk  
Chief Cash Management Clerk  
Chief Data Input Specialist  
Citizens Information Specialist  
Communications Office Specialist I  
Communications Office Specialist II  
Compensation System Specialist  
Computer Operator  
Contract Clerk II  
Contract Clerk I  
Contract Services Assistant  
Copy Machine Operator I  
Copy Machine Operator II  
Data Input Specialist II (12-mo)  
Data Input Specialist I  
Data Input Specialist II (10-mo)  
Dental Clinic Manager  
Dental Assistant  
Duplicating Equipment Operator  
Educational Payment Specialist  
Elementary School Assistant (12-mo)  
Elementary School Assistant (10-mo)  
Employee Resource Specialist  
FFE Data Assistant

Field Trip Clerk  
Film Library Specialist  
Film Library Information Analyst  
Finance Clerk III  
Finance Clerk II  
Finance Clerk I  
Fingerprint Technician  
Fiscal Assistant III  
Fiscal Assistant II  
Fiscal Assistant I  
Foreign Student Advisor  
Forms Analyst  
Forms Technician  
FTE Support Specialist  
Fuel Procurement Specialist  
Grants Assistant  
Graphics Production Manager  
Illustrator Clerk  
Illustrator/Graphics Analyst  
Inventory Control Specialist  
Inventory Accounting Specialist I  
Inventory Accounting Specialist II  
Junior Buyer  
Laboratory Aide  
Lead Systems Support Specialist  
Leave Clerk II  
Leave Clerk I  
Library Media Center Assistant (12-mo)  
Library Media Center Assistant (10-mo)  
M/WBE Certification Specialist  
Materials Management Aide  
Media Assistant  
Micrographics Technician  
Minicomputer Operator  
Nursing Asst. Certification Specialist  
Office Assistant II  
Office Assistant I  
Office Manager  
Offset Printer I  
Offset Printer II  
Operations Support Specialist  
Payroll Deduction Specialist II  
Payroll Control Technician  
Payroll Specialist II  
Payroll Specialist I  
Payroll Deduction Specialist I  
Payroll/Personnel Assistant II  
Payroll/Personnel Assistant I

Personnel Testing Specialist  
Personnel Assistant  
Personnel Aide  
Personnel Information Specialist  
Personnel Records Clerk  
Printing Center Clerk  
Procurement Specialist  
Production Control Specialist  
Production Control Scheduler  
Property Auditor  
Property Specialist  
Purchasing Documentation Analyst  
Purchasing Documentation Specialist  
Purchasing Assistant  
Receptionist  
Records Center Technician  
Records Analyst  
Registrar Education Centers (12-mo)  
Registrar - New Student Reception Center  
Registrar - GED  
Registrar High School (12-mo)  
Registrar Middle School  
Registrar - Vocational and Adult Centers  
Registration Clerk - TEC  
Reports Clerk  
Reprographics Specialist  
Retirement Clerk  
Retirement Enrollment Clerk  
Risk Management Specialist II  
Risk Management Specialist I  
SBAB Communications Specialist  
School Clerk II (12-mo)  
School Secretary  
School Clerk II (10-mo)  
School Clerk I (10-mo)  
School Clerk I (12-mo)  
School Accounting Resource Specialist  
Secretary II (12-mo)  
Secretary/Treasurer Elementary School (10-mo)  
Secretary II (10-mo)  
Secretary/Treas. Middle School (12-mo)  
Secretary/Treas. Educ. Centers (10-mo)  
Secretary I  
Secretary/Treasurer Elementary School (12-mo)  
Secretary III  
Secretary Education Centers  
Secretary/Treas. Educ. Centers (12-mo)

Secretary High School  
Secretary/Treas. Middle School (10-mo)  
Senior Fuel Procurement Specialist  
Senior Production Control Specialist  
Senior Micrographics Technician  
Senior Retirement Clerk  
Senior Minicomputer Operator  
Senior Computer Operator  
Senior Fingerprint Technician  
Senior Compensation Specialist  
Senior Systems Support Specialist  
Senior Payroll Specialist  
Senior Finance Clerk  
Senior Cashier  
Senior Payroll Deduction Specialist  
Senior Cash Management Clerk  
Senior Fiscal Assistant  
Senior Accounting Clerk  
Senior Word Processing Operator  
Senior FFE Data Assistant  
Senior Production Control Scheduler  
Senior Secretary  
Senior Student Information Specialist  
Staffing Assistant  
Statistical Clerk  
Student Work Certification Clerk  
Student Information Specialist I  
Student Financial Aide Clerk  
Student Information Specialist II  
Student Placement Clerk  
Student Testing/Evaluation Clerk  
Student Services Specialist I (12-mo.)  
Student Services Specialist I (10-mo.)  
Student Services Specialist II (12-mo.)  
Student Services Specialist II (10-mo.)  
Switchboard Operator  
Systems Documentation Specialist  
Systems Support Specialist  
Tape Librarian  
Technological Training Support Specialist  
Test Distribution Clerk  
Testing Clerk/Proctor  
Textbook Requisition Specialist  
Transaction Control Clerk  
Travel Reservation Clerk  
Treasurer Education Centers  
Treasurer High School  
Compensation Specialist  
Word Processing Operator

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PARAPROFESSIONAL JOB TITLES AND  
SCHOOL SUPPORT PERSONNEL

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AESOP Specialist  
Associate Educator I  
Associate Educator II  
Athletic Trainers  
Community Involvement Specialist  
Community Liaison Specialist  
Correctional Programs Facilitator  
Family Intervention Specialist  
Family Resource Specialist  
Health Screening Technician I  
Health Screening Technician II  
Job Coach  
Lifeguard  
Paraprofessional I (General)  
Paraprofessional II (General)  
Paraprofessional III (General)  
Paraprofessional I (Vocational)  
Paraprofessional II (Vocational)  
Paraprofessional III (Vocational)  
College Assistance Program Advisor  
Paraprofessional I (Therapeutic)  
Paraprofessional II (Therapeutic)  
Paraprofessional III (Therapeutic)  
Paraprofessional I (Behavioral)  
Paraprofessional II (Behavioral)  
Paraprofessional III (Behavioral)  
Paraprofessional I (Bilingual)  
Paraprofessional II (Bilingual)  
Paraprofessional III (Bilingual)  
Paraprofessional I (Social Services)  
Paraprofessional II (Social Services)  
Paraprofessional III (Social Services)  
Paraprofessional I (Montessori)  
Paraprofessional II (Montessori)  
Paraprofessional III (Montessori)  
Paraprofessional I (Pre-K)  
Paraprofessional II (Pre-K)  
Paraprofessional III (Pre-K)  
Interpreter for the Deaf or Hard-of-Hearing QA  
Interpreter for the Deaf or Hard-of-Hearing Non-Certified

Interpreter for the Deaf or Hard-of-Hearing QA II  
Interpreter for the Deaf or Hard-of-Hearing QA III  
Interpreter for the Deaf or Hard-of-Hearing RID  
School Security Monitor  
School Security Monitor II  
School Security Resource Specialist  
Instructional Management System Specialist  
Computer Laboratory Specialist  
Occupational Therapist Assistant  
Physical Therapist Assistant

## **APPENDIX G -- SICK LEAVE BANK**

The parties agree to the following rules and procedures for establishment, staffing, and operation of a SICK LEAVE BANK. Such rules and procedures may be revised by mutual consent of the parties.

### **Section 1. Rules and Procedures for the UTD Sick Leave Bank**

The United Teachers of Dade, AFT Local 1974, AFL-CIO, being the bargaining agent for instructional, paraprofessional and office employees, agrees to staff and operate a Sick Leave Bank Committee for at least the duration of the current contract. It shall be the responsibility of this Committee to administer the UTD Sick Leave Bank rules and procedures stipulated below:

- A. M-DCPS agrees to:
  - 1. assist the committee in operation of the UTD Sick Leave Bank by providing, upon request, data from participating employees' sick leave records. This data will be used to plan the initial operation of the bank and as a basis for Sick Leave Bank withdrawals;
  - 2. designate an administrator to meet periodically with the UTD Sick Leave Bank Committee and to act as liaison with the appropriate M-DCPS office.
  
- B. The UTD Sick Leave Bank Committee shall:
  - 1. maintain adequate records relative to all functions of the bank;
  - 2. meet periodically with a designated administrator of M-DCPS to review UTD Sick Leave Bank records; and
  - 3. operate the UTD Sick Leave Bank in accordance with the rules and procedures contained herein.

M-DCPS shall establish and the Union shall comply with procedures for identifying and recording contributions to the Bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated recordkeeping.

## UTD SICK LEAVE RULES AND PROCEDURES

### **Section 2. Purpose**

- A. In order to provide employees with an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under "Sick Leave With Pay" provisions, the Board and Union hereby establish the UTD Sick Leave Bank.
- B. The UTD Sick Leave Bank shall function under rules and procedures administered by the Union. All full-time employees in the UTD bargaining unit may participate in the UTD Sick Leave Bank.
- C. Any alleged abuse or misuse of the Sick Leave Bank shall be investigated by either or both parties. If the investigation results in finding of wrongdoing, the employee, M-DCPS, and the Union shall be notified, and the employee shall repay all sick leave days drawn from the pool and shall be subject to such disciplinary action as deemed appropriate by the Board.

### **Section 3. Initial Membership Requirements**

Only unit members who are full-time employees who have been employed full-time for at least one year and who have sick leave accrual of five days or more at the time of enrollment may enroll in the UTD Sick Leave Bank by contributing one day to the Sick Leave Bank. Unit members who contributed one day to the Sick Leave Bank when it was first established shall automatically be reinstated as members at this time.

Additionally, full-time employees who meet the Sick Leave Bank requirements listed above shall also be eligible to contribute any number of sick leave days to the bank provided contributing employee will have 30 or more sick leave days remaining after that contribution. Employees may contribute days to the Sick Leave Bank in general or he/she may direct the bank to contribute such days to another member of the Sick Leave Bank who has exhausted all Hardship Leave, Dire Emergency Leave and Sick Leave Bank days.

### **Section 4. Withdrawal Procedures**

- A. Effective March 1, 2003 participating members who meet the following criteria may apply for withdrawal of days from the UTD Sick Leave Bank after:
  - 1. exhaustion of all personal sick leave days.
  - 2. confinement for 10 working days or more without pay.
- B. Effective March 1, 2003, all applications are subject to final approval by the UTD

Sick Leave Bank Committee. The maximum number of Sick Leave Bank days that may be approved for any participating member is 30 Sick Leave Bank days per 12-month period.

- C. All UTD Sick Leave Bank claims should be made within one year of the conclusion of the confinement period; and only days not covered by leave days will be considered for eligibility.
- D. The word "confinement", as used in C. above, means medical restriction requiring isolation from the work place, not physical enclosure. Documentary evidence certifying that the illness necessitates confinement must be presented to the Committee by a licensed physician.

### **Section 5. Maintenance of the UTD Sick Leave Bank**

The UTD Sick Leave Bank will be activated when a minimum of 1,000 days has been deposited. No further contribution shall be required of participating members, unless the UTD Sick Leave Bank is depleted to a point where 250 days remain. In such case, all members of the Sick Leave Bank, except those members receiving extra sick leave for hardship, shall contribute one day each time the bank is depleted.

### **Section 6. Duration of Agreement**

The UTD Sick Leave Bank shall be in existence for the duration of the contract and may be renewed in succeeding contracts. In the event a member wishes to terminate UTD Sick Leave Bank membership, all obligations and privileges of membership shall cease 90 days from the date of receipt of written notification by the UTD Sick Leave Bank Committee. The deposit of sick leave days shall remain in the UTD Sick Leave Bank.

### **Section 7. Granting of Sick Leave From the Bank**

In the event of non-renewability of the UTD Sick Leave Bank in succeeding contracts, bank deposits will be returned to contributing members, where appropriate. Return of days will be accomplished equally to those members who have not utilized UTD Sick Leave Bank withdrawals.

### **Section 8. UTD Sick Leave Bank Procedures**

#### **A. Initial Enrollment**

1. The enrollee will sign and forward a UTD Sick Leave Bank Program Card to the UTD for necessary processing. This card will be the same size as the present Application for Leave Card and will contain authority for the initial deduction of one day sick leave upon enrollment in the program. Additionally, the card will authorize UTD to deduct an additional day of sick leave from the employee, if the Sick Leave Bank has been depleted.

2. Upon completion of internal processing by UTD, the card and a transmittal listing will be forwarded to the Payroll Section. Cards will be forwarded in work location sequence by employee number. The Payroll Section will deduct a day of sick leave from the employee's leave balance on the Payroll Data Card, date it, and enter the notation "UTD" on the card. Deduction cards will be filed with and in the same manner as the Application for Leave Cards. Cards will be filed in the pay period which encompasses the date that the posting was made to the employee Leave Data Card.

For those employees who do not have the required leave balance for the deduction, the authorization card will be returned to UTD with notation "NO LEAVE BALANCE".

3. Paraprofessionals/Associate Educators/School Support Personnel and Office Employees are not entitled to have any sick leave days deducted until the 30th work day after the employee's initial enrollment in the Sick Leave Bank.

#### B. Subsequent Deductions After Initial Enrollment

1. Subsequent deductions as described in Section 5 shall be accomplished by utilizing the Sick Leave Bank Program Card which will be checked in the box titled "Subsequent Deduction". This card need not be signed by the employee and principal since the initial card authorized subsequent deductions. This card will be signed and dated by an authorized member of the UTD Sick Leave Bank Committee. The cards will then be forwarded to the Payroll Section.
2. Upon receipt of the cards and transmittal listing by the Payroll Section, the individual Payroll Data Cards will be posted and filed per A(2). The UTD Sick Leave Bank Committee will notify affected employees when subsequent deductions are made from participants. Insufficient leave balance to permit deductions will be returned to the UTD Sick Leave Bank Committee per A(2). The Sick Leave Bank Committee shall, on an individual basis, notify employees with an insufficient leave balance that they are no longer enrolled in the Sick Leave Bank and advise them of subsequent enrollment procedures.
3. Paraprofessionals/Associate Educators/School Support Personnel and Office Employees are not entitled to have any sick leave days deducted until the 30th work day after a "subsequent deduction".

C. Granting of Sick Leave

When employees are granted sick leave from the UTD Sick Leave Bank, the UTD Sick Leave Bank Committee will utilize the Sick Leave Bank Program card to notify the Payroll Section. The sick leave days granted by the committee shall be posted to the Payroll Data Card and filed per A(2). The committee will notify members who have been granted sick leave from the Bank.